

## **SOUTH GATE CITY COUNCIL**REGULAR MEETING AGENDA

Tuesday, March 22, 2022 at 6:30 p.m.

## NO IN-PERSON MEETING ZOOM & TELECONFERENCE ONLY

DIAL-IN-NUMBER: 1 (669) 900-6833 MEETING ID: 878 5411 4110 https://us02web.zoom.us/j/87854114110

**CALL TO ORDER:** 

Al Rios, Mayor

**INVOCATION:** 

G. G. Hayor

PLEDGE OF ALLEGIANCE:

Steve Costley, Director of Parks & Recreation Oscar J. Hernandez, Community Service Officer

**ROLL CALL:** 

Carmen Avalos, City Clerk

**MAYOR** 

**CITY CLERK** 

Al Rios

Carmen Avalos

VICE MAYOR

Maria del Pilar Avalos

CITY TREASURER

**Gregory Martinez** 

**COUNCIL MEMBERS** 

MEMBERS

Maria Davila

Denise Diaz

Gil Hurtado

INTERIM CITY MANAGER

Chris Jeffers

**CITY ATTORNEY** 

Raul F. Salinas

#### MEETING COMPENSATION DISCLOSURE

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

## I. PROCLAMATIONS, CERTIFICATES, INTRODUCTIONS AND CEREMONIAL ACTIONS

## 1. Proclamation declaring April 2022 as National Public Safety Telecommunicator's Week (April 10-16)

The City Council will present a proclamation declaring April 2022 as National Public Safety Telecommunicator's Week. (PD)

## Item 1 Report

## 2. Proclamation declaring April 2022 as Autism Awareness Month

The City Council will present a proclamation declaring April 2022 as Autism Awareness Month. (PD)

## Item 2 Report

## 3. Proclamation declaring National Library Week - April 3 - 9, 2022

The City Council will present a proclamation declaring April 3-9, 2022 National Library Week. (CM)

## **Item 3 Report**

## 4. Proclamation for City Clerk Carmen Avalos

The City Council will present a proclamation to Carmen Avalos, City Clerk in recognition of her 21-years of service. (CM)

## **Item 4 Report**

## 5. Introduction of promoted employee

The City Council will be introduced to the newly promoted, full-time employee who was promoted in the month of February 2022. (ADMIN SVCS)

## **Item 5 Report**

## II. PUBLIC HEARINGS

NONE

## III. COMMENTS FROM THE AUDIENCE

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

## IV. REPORTS AND COMMENTS FROM CITY OFFICIALS

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the city pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

## V. CONSENT CALENDAR ITEMS

Agenda Items 6, 7, 8, 9, 10, 11, and 12 are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

6.	Resolution approving Agreement with the County of Los Angeles for General
	Services

The City Council will consider: (CM)

- Adopting a Resolution \_\_\_\_\_ approving a five-year General Services Agreement with the County of Los Angeles for various general services through June 30, 2027;
   and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

#### Item 6 Report

## 7. Grant Award from California Water and Wastewater Arrearage Payment Program

The City Council will consider: (ADMIN SVCS)

- a. Ratifying the receipt of the grant award from the California Water and Wastewater Arrearage Payment Program;
- b. Ratifying the applications of credits to residential and commercial customers, and
- c. Authorizing the City Manager or his designee to execute any required related documentation in a form acceptable to the City Attorney.

#### Item 7 Report

## 8. Agreement with Northgate Gonzalez, LLC for Groceries for Food Insecurity Assistance Program

The City Council will consider: (CD)

- a. Approving an **Agreement (Contract No. \_\_\_\_\_)** with Northgate Gonzalez, LLC., for groceries for the implementation of the Food Insecurity Assistance Program in a sum not to exceed \$270,000 covering from November 1, 2021 to June 30, 2023; and
- b. Authorizing the Mayor to execute the Agreement with Northgate Gonzalez, LLC., in a form acceptable to the City Attorney.

## **Item 8 Report**

9.	Agreement with Gonzalez Goodale Architects for Architectural and Engineering Services for South Gate Courthouse Adaptive Reuse, City Project No. 561-ARC			
	Th	e City Council will consider: (PW)		
	a.	Approving an <b>Agreement (Contract No.</b> ) with Gonzalez Goodale Architects for Architectural and Engineering Services to prepare design and construction documents for the South Gate Courthouse Adaptive Reuse, City Project No. 561-ARC, in the amount not-to-exceed \$353,220; and		
	b.	Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney		
Item 9	Re	port		
10.	Au	nendment No. 1 to Contract No. 3408 with Metropolitan Transportation athority for the Tweedy Boulevard Traffic Signal Synchronization Project, AMTA ID F7309, City Project No. 514-TRF		
	Th	e City Council will consider: (PW)		
	a.	Approving <b>Amendment No. 1 to Contract No. 3408</b> Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Tweedy Boulevard Traffic Signal Synchronization Project, LAMTA ID No. F7309, City Project No. 514-TRF, extending the funding lapsing date to February 28, 2023; and		
	b.	Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.		
Item 1	0 R	eport		
11.	Ag	reement with AltaMed for a Three-Year Mobile Health Clinic Campaign		
	Th	e City Council will consider: (CM)		
	a.	Approving a <b>Professional Services Agreement (Contract No)</b> with AltaMed for a Three-Year Mobile Health Clinic Campaign; and		
	b.	Authorizing the Interim City Manager to execute the agreement in a form acceptable to the City Attorney.		

**Item 11 Report** 

## 12. Amendment No. 4 to Contract No. 3407 with Avant-Garde, inc., for Administrative Services for the CDBG/HOME PROGRAM

The City Council will consider: (CD)

- Approving Amendment No. 4 to Contract No. 3407 with Avant-Garde, Inc., for as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$173,600;
- b. Appropriating \$37,000 from the unassigned CDBG-CV administrative funds in account number 243-601-43-6101 (Professional Services); and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Item 12 Report

## VI. REPORTS, RECOMMENDATIONS AND REQUEST

## 13. Appointments to Tweedy Mile Advisory Board and City Commissions, Committees, and Boards

Vice Mayor Maria del Pilar Avalos will consider making an appointment to the Tweedy Mile Advisory Board of Mr. Adolfo Varas. In addition, the Vice Mayor wants to replace Mr. Adolfo Varas from the Parks & Recreation Commission with Ms. Lizette Ruiz. These appointments would be effective April 1, 2022, if approved by the City Council. The appointments must be ratified by a majority vote of the City Council.

Removal from the Parks & Recreation Commission of any sitting Commissioner is governed by SGMC 1.09.060, which states "In the event a City Council Member files a written request with the City Manager for the removal of the Commissioner he/she appointed to serve on the Parks and Recreation Commission, then the necessary vote to effectuate such removal shall be a three-fifths vote; however, one of the voting City Council Members must be the City Council Member who appointed the Commissioner to serve on the Parks and Recreation Commission."

Vice Mayor Avalos has spoken to both residents and conveyed this information. Both have graciously accepted the opportunity to serve the community in these new roles.

Item 13 Report

## 14. Warrant Register for March 22, 2022

The City Council will consider approving the Warrants and Cancellations for March 22, 2022: (ADMIN SVCS)

Total of Checks:

\$2,368,441.25

Voids:

(\$ 400.00)

Total Payroll Deductions:

(\$ 338,827.98)

Grand Total:

\$2,029,213.27

Cancellations: 93876, 96177

**Item 14 Report** 

## VII. ADJOURNMENT

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 17, 2020, at 12:00 p.m., as required by law.

Carmen Avalos, City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280

(323) 563-9510 \* fax (323) 563-5411 \* www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the city to make reasonable arrangements to assure accessibility.

## Item No. 1



## PROCLAMATION

## Declaring

## National Public Safety Telecommunicator's Week April 10 - 16, 2022

**WHEREAS,** emergencies can occur at any time that require police, fire or emergency medical services;

when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property;

whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the South Gate Police Department

communications center;

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services;

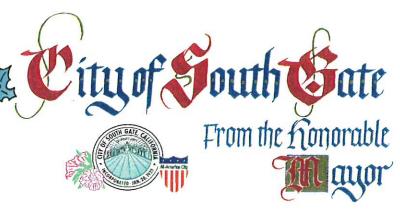
WHEREAS, Public Safety Dispatchers are the single vital link for our police officers by monitoring their activities by radio, providing them information and insuring their safety;

WHEREAS, Public Safety Dispatchers of the South Gate Police Department have contributed substantially to the apprehension of criminals; and

whereas, each Public Safety Dispatcher has exhibited compassion, understanding and professionalism during the performance of his/her job in the past year.

**NOW, THEREFORE,** be it proclaimed on this 22<sup>nd</sup> day of March 2022, that I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council and the citizens, do hereby declare the week of April 10 through 16, 2022 as National Public Safety Telecommunicator's Week in South Gate, in honor of our Public Safety Dispatchers whose diligence and professionalism keep our city and citizens safe.





## PROCLAMATION

Declaring

## Autism Awareness Month April 2022

whereas, since 1970, the month of April has been designated to spread awareness about the Autism Spectrum Disorder (ASD) which is a complex developmental disability that affects everyone

differently and usually appears by age two or three;

WHEREAS, ASD refers to a broad range of conditions characterized by challenges with social, emotional, communication and motor skills, repetitive behaviors, speech, nonverbal communication, sensory sensitivities, and difficulty with making eye contact;

**WHEREAS,** the Centers for Disease Control and Prevention report that Autism affects an estimated 1 in 54 children in the United States:

**WHEREAS,** there is not only one type of autism but many that are influenced by a combination of genetic and environmental factors;

WHEREAS, a person with Autism can have a distinct set of strengths and challenges in which they learn, think and problem-solve, people with ASD may require significant assistance in their daily lives, while others may require less and in some cases, live entirely independently without assistance:

independently without assistance;

while there are several factors that may develop Autism, it is often accompanied by medical issues such as gastrointestinal (GI) disorders, seizures or sleep disorders, as well as mental health challenges such as anxiety, depression and attention issues; and

whereas, currently there is no cure for Autism, research reveals that high quality, early intervention can improve learning, communication and social skills, as well as underlying brain developments.

NOW, THEREFORE, be it proclaimed on this 22<sup>nd</sup> day of March 2022, that I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council and citizens, do hereby proclaim the month of April 2022 as Autism Awareness Month, and encourage residents to become aware of Autism indicators, seek early intervention and support those living with Autism.

Al Rios, Mayor



## PROCLAMATION

## Declaring

## National Library Week April 3 - 9, 2022

**WHEREAS**, libraries are accessible and inclusive places that foster a sense of connection and build community;

**WHEREAS,** libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities;

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books;

**WHEREAS**, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

**WHEREAS,** in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all:

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

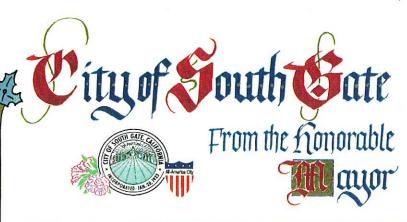
**WHEREAS,** libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS,** libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE,** be it proclaimed on this 22<sup>nd</sup> day of March 2022, that I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council and citizens, do hereby proclaim National Library Week, April 3-9, 2022. During this week, I encourage all residents to connect with their library by visiting online or in person to access resources and services.

Al Rios, Mayor



## R

Presented to

## Carmen Avalos

In recognition of her 21 years of service to the City of South Gate as City Clerk

WHEREAS,

on March 7, 2001, Carmen Avalos was elected as the first Mexican-American, bilingual City Clerk for the City of South

Gate; and

WHEREAS,

Carmen was born in Guadalajara, Jalisco, Mexico, was raised in South Gate where she attended South Gate schools, and began her career in public service working as a biomedical researcher at both the UCLA School of Public Health and USC Women's Hospital researching causes for cancer, diabetes, leukemia, and

psychosocial stress; and

WHEREAS,

Carmen returned to her Alma Mater, South Gate High School, as a Biology teacher after which she answered the call to public service and helped end corruption and recoup millions of dollars during a time of great uncertainty in the City of South Gate; and

WHEREAS,

Carmen is known as the consummate government watchdog and used her talents to oversee the implementation phase of records management for more accessibility of city records and has successfully conducted City elections, helped draft the California Note: Bill of Rights that is now part of each polling location material in the State of California, and has helped develop open data policies directly contributing to increased transparency making government more accountable to residents and businesses;

WHEREAS,

Carmen has developed a reputation as one of the state's most skilled municipal leaders in Elections and the Political Reform

WHEREAS,

Carmen has been nominated "City Clerk of the Year" by the California City Clerk's Association, is a certified City Clerk and was selected as Woman of the Year by Senator Martha Escutia in 2002 and Assemblymember Marco Antonio Firebaugh in 2003; and

WHEREAS,

citizens and employees who had the pleasure and benefit of working with such an esteemed leader wish her the best in her future endeavors;

NOW, THEREFORE, on this 22<sup>nd</sup> of March 2022, I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council and citizens of South Gate, do hereby recognize Carmen Avalos and duly thank her for her 21 years of dedicated service to the City of South Gate.

Al Rios, Mayor

MAR 09 2022

# City of South Gate

## AGENDA BILL

For the Regular Meeting of: <u>March 22, 2022</u> Originating Department: <u>Administrative Services</u>

Department Deputy Director: Nellie Cobos Interim City Manager: Chris Jeffers

SUBJECT: INTRODUCTION OF PROMOTED FULL-TIME EMPLOYEE

**PURPOSE:** To introduce to the City Council to the newly promoted, full-time employee who was promoted in the month of February 2022.

**RECOMMENDED ACTION:** The City Council will be introduced to the newly promoted, full-time employee who was promoted in the month of February 2022.

FISCAL IMPACT: None

ANALYSIS: None

**BACKGROUND:** Following is a list of new and promotional full-time City employees who were hired or promoted during February 2022. There was only one individual promoted:

Employee	Title	Department	Division	Original Hire Date	Promo Date	Promoted From
Oscar J. Hernandez	Community Service Officer	Police	Services	08/16/20	02/16/22	Community Services Officer Hourly

**ATTACHMENT:** PowerPoint Presentation



# Police







Community Service Officer

Police

Promotion Date: 2/16/22

Original Hire Date: 8/16/20

Thank You

MAR 14 2022 8:00 Am

# City of South Gate

## AGENDA BILL

For the Regular Meeting of: <u>March 22, 2022</u> Originating Department: City Manager's Office

Interim City Manager:		_ Interim City Manager: _		
	Chris Jeffers		Chris Jeffers	

## SUBJECT: GENERAL SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES

**PURPOSE:** To approve a five-year General Services Agreement (GSA) with the County of Los Angeles (County) for various general services, if, and when needed.

#### **RECOMMENDED ACTIONS:** The City Council will consider:

- a. Adopting a Resolution approving a five-year General Services Agreement with the County of Los Angeles for various general services through June 30, 2027; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

#### FISCAL IMPACT: None.

**ANALYSIS:** The City has, for many years, renewed the GSA with the County every five years. The agreement needs to be in place for the City to contract with the County for general services, if and when needed by the City.

**BACKGROUND:** The GSA with the County allows general services which include, but are not limited to, animal control, prosecution of city ordinances, direct assessment collection and a variety of Public Works services to be provided to the City when needed.

The current GSA with the County will expire on June 30, 2022. By adopting the proposed Resolution approving the GSA, the City will be able to continue to contract with the County for general services, as needed, through June 30, 2027.

#### ATTACHMENTS:

- A. Proposed Resolution
- B. General Services Agreement
- C. Previous Agreement Contract No. 3309

#### RESOLUTION NO.

## CITY OF SOUTH GATE LOS ANGELES COUNTY, CALIFORNIA

# RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING A FIVE-YEAR GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR VARIOUS GENERAL SERVICES THROUGH JUNE 30, 2027

**WHEREAS**, the current five-year General Services Agreement between the City of South Gate and the County of Los Angeles will expire on June 30, 2022;

**WHEREAS**, the City desires to continue to contract with the County of Los Angeles for various general services;

**WHEREAS**, the County of Los Angeles has executed similar General Services Agreements with several cities; and

**WHEREAS**, the General Services Agreement is general in nature and simply authorizes the County to provide services that may be requested by the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** The City Council does hereby declare that the recitals set forth above are true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council hereby approves the five-year General Services Agreement for the period July 1, 2022 through June 30, 2027, with the County of Los Angeles.

[Remainder of page left blank intentionally.]

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

## PASSED, APPROVED and ADOPTED this 22nd day of March 2022.

## **CITY OF SOUTH GATE:**

	By:Al Rios, Mayor
ATTEST:	
By: Carmen Avalos, City Clerk (SEAL)	

APPROVED AS TO FORM:

## **GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2022, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of <u>South Gate</u>, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

#### THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

- 9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
  - 10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2027, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2027, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2027, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

Executed this \_\_\_\_\_day of \_\_\_\_\_ 2022. The City of South Gate, APPROVED AS TO FORM: ATTEST: City Clerk THE COUNTY OF LOS ANGELES Chair, Board of Supervisors ATTEST: CELIA ZAVALA Executive Officer/Clerk of the Board of Supervisors APPROVED AS TO FORM: RODRIGO A. CASTRO-SILVA **County Counsel** Senior Deputy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their duly authorized officers.

## **GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of South Gate, hereinafter referred to as the "City."

#### RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

#### THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.
- The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- 10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.
- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

executed by their duly authorized officers.	reto have caused this Agreement to be
Executed thisday ofday	2017.
APPROVED AS TO FORM:  By Raul F. Salinas, City Attorney	The City of South Gate,  By W.HDeutt  Mayor
ATTEST:	
City Clerk	THE COUNTY OF LOS ANGELES
By Carmen Avalos	By Chair, Board of Supervisors
ATTEST:  LORI GLASGOW Executive Officer/Clerk of the Board of Supervisors  By Chille Smithern a.  Deputy  Deputy  Deputy  Deputy  Deputy  Deputy  Deputy	OF LOS CALIFORNIA
APPROVED AS TO FORM:	BOARD OF SUPERVISORS
MARY C. WICKHAM County Counsel	# 2 1 JUN 1 3 2017
By Behrs Jahren Senior Deputy	LORI GLASGOW EXECUTIVE OFFICER

# City of South Gate

## AGENDA BIILL

For the Regular Meeting of: March 22, 2022

Originating Department: Administrative Services

Interim Director:	XZI	Interim City Manager:	\ \ \	
	Kingsley Okereke		Chris Jeffers	

## SUBJECT: CALIFORNIA WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM GRANT AWARD

**PURPOSE:** To recognize the receipt of the grant award from the California Water and Wastewater Arrearage Payment Program and ratify the applications of credits to residential and commercial customers.

## **RECOMMENDED ACTION:** The City Council will consider:

- a. Ratifying the receipt of the grant award from the California Water and Wastewater Arrearage Payment Program;
- b. Ratifying the applications of credits to residential and commercial customers, and
- c. Authorizing the City Manager or his designee to execute any required related documentation in a form acceptable to the City Attorney.

**FISCAL IMPACT:** The City will receive the grant award in the amount of \$491,855.24 and credit the amount of \$477,529.36 to be applied to the affected residential and commercial customers. \$14,325.88 will be received for administrative costs and will be retained by the City's Water Enterprise Fund to offset labor costs.

**BACKGROUND:** The COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss and other hardships. As a result, systems that provide water services to customers have been financially impacted. Through \$985 million in federal funding allocated by the state legislature, the State Water Board has created a new program to provide relief to community water and wastewater systems for unpaid bills related to the pandemic. The funding comes from the federal American Rescue Plan Act of 2021 and is part of the California Water and Wastewater Arrearages Payment Program from the California State Water Resources Control Board.

The funding will cover water debt from residential and commercial customers accrued between March 4, 2020 to June 15, 2021. The City received the monies on January 25, 2022 and has 60 days to apply the credits to the residential and commercial customer accounts. Credits were given in February 2022 to those customers who met the criteria of being 60 days past due on their accounts during the timeline of 03/04/2020-06/15/2021. Letters were sent to the qualifying customers.

ATTACHMENT: Water Arrearages Disbursement Request Form

## CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM WATER ARREARAGES DISBURSEMENT REQUEST FORM

PWSID NO: CA1910152

WATER SYSTEM NAME: SOUTH GATE-CITY, WATER DEPT.

LEGAL ENTITY NAME: CITY OF SOUTH GATE

## FOLLOWING SECTION IS FOR STATE USE ONLY

PAYMENT INVOICE NO.: CA1910152-01

INVOICE DATE: 12/09/2021

PAYMENT REQUEST AMOUNT	\$491,855.24
ADJUSTMENT	\$0.00

AMOUNT DUE \$491,855.24

**ADJUSTMENT COMMENTS:** 

FI\$CAL SUPPLIER ID: 0000028600 ADDRESS ID: 2

FUND TITLE		ITEM	FY	CHAPTER	STATUTE
Coronavirus Fiscal Recovery Fund of 2021		3940-162-8506 21/22	21/21	2021	
PROGRAM	REPORTING STRUCTURE	ACCOUNT	ALT ACCOUNT	PROJECT#	PROJECT ACTIVITY#
3560000C25	39400556	5432600	5432600000	3940COVIDARREAR	L/A

## STATUTE LANGUAGE:

Per California Health and Safety Code 116773.4, the board provides financial assistance to community water systems for the purpose of assisting customers with past-due bills accrued during the COVID-19 pandemic bill relief period from March 4, 2020 to June 15, 2021.

SIGNATURES FOR APPROVAL OF		
PAYMENT		
Who Bin	Analyst	12/21/2021
Reviewed By:	Title:	Date:
Reviewed By:	Manager	12 21 2021 Date:

## STATE WATER RESOURCES CONTROL BOARD

## CALIFORNIA WATER AND WASTEWATER ARREARAGES PAYMENT PROGRAM WATER ARREARAGES DISBURSEMENT REQUEST FORM

**PWSID NO: CA1910152** 

WATER SYSTEM NAME: SOUTH GATE-CITY, WATER DEPT.

LEGAL ENTITY NAME: CITY OF SOUTH GATE

MAILING ADDRESS: 8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280

	NO. OF ACCOUNTS	PAYMENT AMOUNT REQUESTED
RESIDENTIAL	415	\$384,021.70
COMMERCIAL	21	\$93,507.66
SUBTOTAL	436	\$477,529.36
ADMINISTRATIVE COSTS		\$14,325.88
(Maximum of 3% OF SU		
GRAND TOTAL OF PAYMENT AMOUNT REQUESTED		\$491,855.24

**CERTIFICATION:** I have read and signed the Conditions of Payment Form and understand that this Disbursement Request Form **CANNOT BE PROCESSED** unless a complete and accurate Conditions of Payment Form is currently on file with the State Water Resources Control Board.

The arrearages claimed in this Disbursement Request Form have been incurred and remain unpaid by customers of the Community Water System and any payments received from the State Water Resources Control Board will be allocated as bill credits within sixty (60) days of receipt of the funds requested in accordance with the California Water and Wastewater Arrearages Payment Program Guidelines and will return any moneys not credited to the State Water Resources Control Board within six months of receipt.

**AUTHORIZED REPRESENTATIVE OR DESIGNEE SIGNATURE:** 

DATE:

Adrian Alcala (Dec 21, 2021 13:26 PST)

Dec 21, 2021

Adobe Sign Transaction Number: CBJCHBCAABAA-43VEjgF75zMbL4GIFNOTq9dp\_ioMVet

#### FOLLOWING SECTION IS FOR STATE USE ONLY

PAYMENT INVOICE NO.: CA1910152-01

INVOICE DATE: 12/09/2021

Revised Oct 20, 2021

Water Arrearages Disbursement Request Form Page 1 of 2

MAR 16 2022 10:15 pm

# City of South Gate

## AGENDA BILL

For the Regular Meeting of: <u>March 22, 2022</u> Originating Department: Community Development

Department Director: Interim City Manager: \_\_\_\_\_\_ Chris Jeffers

SUBJECT: AGREEMENT WITH NORTHGATE GONZALEZ, LLC. FOR GROCERIES FOR THE FOOD INSECURITY ASSISTANCE PROGRAM

**PURPOSE:** To enter into an agreement for services with Northgate Gonzalez, LLC. for groceries related to the implementation of the food insecurity program.

## **RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Northgate Gonzalez, LLC., for groceries for the implementation of the Food Insecurity Assistance Program in a sum not to exceed \$270,000 covering from November 1, 2021 to June 30, 2023; and
- b. Authorizing the Mayor to execute the Agreement with Northgate Gonzalez, LLC., in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funding for the Food Insecurity Program inclusive of the Northgate Gonzalez, LLC agreement mentioned herein, would come from the City's allocation of American Rescue Act ("ARPA") Funds recently received from the U.S. Treasury Department. There is no impact to the General Fund.

**ANALYSIS:** In the semi-post pandemic, many households continue to struggle with food insecurity. The 120 families currently participating in the program meet the Low Moderate Income (LMI) household threshold established by HUD.

The City began the family insecurity program in March 2021, using CDBG-COVID funding. The program is currently serving 120 families in the community. The original funding of \$375,000 in CDBG funded this critical program funded up through October 2021. At the October 26, 2021, City Council meeting, the City Council appropriated an additional \$170,000 in ARPA funds to keep the program funded through this fiscal year. The program has continued while staff and Northgate negotiated the proposed agreement. The new agreement covers 20 additional months of Northgate providing the food packages valued at \$100 each.

The program is proposed to continue as follows: The week prior to delivery, Community Development staff send the grocery list to Northgate market. Northgate prepares 30 household food packages daily on Monday, Tuesday, Wednesday, and Thursday. Under their existing contract, Fiesta Taxi picks up

the food packages and delivers directly to the participating household. Households will continue to receive monthly groceries through the end of the fiscal year 2022/2023.

The average, once a month cost to implement the program is \$16,400 (\$12,000 for groceries and \$4,400 for delivery). In addition, once annually the City purchases approximately \$15,000 in turkeys and food vouchers for a Thanksgiving giveaway. The cost breakdown is as follows:

#### **Fiscal Year 2021-2022**

\$ 96,000	Northgate food costs from November 2021 through June 2022 (8 months)
\$ 35,200	Fiesta Taxi delivery costs from November 2021 through June 2022 (8 months)
\$ 15,000	Thanksgiving Food Basket program
\$146,200	Total Cost

## Fiscal Year 2022-23

\$144,000	Northgate food costs for FY 22/23 (12 months)
\$ 52,800	Fiesta Taxi delivery costs for FY 22/23 (12 months)
\$ 15,000	Thanksgiving Food Basket program
\$211,800	Total Cost
\$358,000	Cumulative Program Budget for 20 months

ATTACHMENT: Proposed Service Agreement with Northgate Gonzalez, LLC.

# AGREEMENT FOR GROCERIES FOR THE FOOD INSECURITY ASSISTANCE PROGRAM BETWEEN THE CITY OF SOUTH GATE AND NORTHGATE GONZALEZ, LLC

This Agreement for Groceries for the Food Insecurity Assistance Program ("Agreement") is entered into as of March 22, 2022, and made retroactively effective November 1, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Northgate Gonzalez, LLC., a California corporation ("Supplier"). City and Supplier are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

#### RECITALS

WHEREAS, City desires to retain a qualified provider for certain food and hygiene products related to provision of a Food Insecurity Assistance Program ("Program");

**WHEREAS,** Supplier warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Supplier to perform the services as described in the Scope of Services outlined in this Agreement.

**NOW, THEREFORE,** the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES. City hereby engages Supplier, and Supplier accepts such engagement, to provide the following services and goods: The Supplier agrees to provide multiple orders of basic grocery and hygiene supplies up to four (4) days per week as requested by the City. Supplier will package and ring up all orders in time to be picked up at the arranged time by the City's delivery contractor. City shall transmit orders electronically at least 24 hours prior to pick up. The Scope of Work may be amended from time to time by way of a written directive from the City.
- 2. COMPENSATION FOR SERVICES. The total amount of compensation for this Agreement shall not exceed the sum of Two Hundred Seventy Thousand Dollars (\$270,000.00). City shall pay the Supplier for all products supplied at the lowest currently available price for Supplier's regular customers. City shall provide Supplier with no more than three standard shopping lists valued at approximately \$100 per household delivery. Prior to start of the Program, Supplier will provide a price schedule for all items included in shopping lists. Supplier shall provide City with updated price schedules at any time that pricing changes for any reason. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Community Development or his/her designee.
  - 2.1 Supplier shall submit to the City, by not later than the 10<sup>th</sup> day of each month, its bill for purchases itemizing each order and costs incurred during the previous month. The City shall pay the Supplier all uncontested amounts set forth in the Supplier's bill within 30 days after it is received. Should payment not be made within 30 days from the date that

- the approved invoice is sent to City, interest will accrue at the rate of 1% per month, until all amounts due to Supplier have been paid in full.
- 2.2 No payment made hereunder by City to Supplier, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Supplier of its obligations under this Agreement.
- 3. TERM OF AGREEMENT. This Agreement is effective as of November 1, 2021, and will remain in effect for a period of twenty (20) months expiring June 30, 2023, or until allocated funding is expended, whichever occurs first, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.
- **4. CITY AGENT.** The Director of Community Development ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Supplier understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
- 5. CONFLICT OF INTEREST. Supplier represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Supplier under this Agreement. Supplier further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Supplier agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
  - 5.1 Supplier represents that no City employee or official has a material financial interest in Supplier's business. During the term of this Agreement and/or as a result of being awarded this contract, Supplier shall not offer, encourage or accept any financial interest in Supplier's business or in this Agreement by any City employee or official.

# 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Supplier of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Supplier will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

# 6.2 Termination for Cause.

- 6.2.1 City may, by written notice to Supplier, terminate the whole or any part of this Agreement in any of the following circumstances:
  - a. If Supplier fails to perform the services required by this Agreement within

the time specified herein or any authorized extension thereof; or

- b. If Supplier fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Supplier to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Supplier. Upon such termination, Supplier shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Supplier, and to authorized reimbursement expenses.
- 6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Supplier was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- **6.3** Non-Assignability. Supplier shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

# 6.4 Non-Discrimination.

6.4.1 Supplier shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Supplier will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex,

national origin, disability, or age. Supplier will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Supplier to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Supplier for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Supplier and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.
- **6.5 Insurance.** Supplier shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
  - **6.5.1** Workers Compensation Insurance as required by law. Supplier shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.
  - 6.5.2 Comprehensive general and automobile liability insurance protecting Supplier in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:
    - a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
    - b. Name and list as additional insured the City, its officers and employees.
    - c. Specify its acts as primary insurance.
    - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Supplier pursuant to the terms of this Agreement.
- **6.6 Indemnification.** Supplier agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Supplier's (including Supplier's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Supplier.
- **6.7 Compliance with Applicable Law.** Supplier and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.
- **6.8 Independent Contractor.** This Agreement is by and between City and Supplier and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Supplier.
  - debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Supplier, or any of Supplier's employees, except as herein set forth, and Supplier expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Supplier is and shall at all times remain to City a wholly independent contractor and Supplier's obligations to City are solely such as are prescribed by this Agreement.
  - 6.8.2 Indemnification of CalPERS Determination In the event that Supplier or any employee, agent, or subcontractor of Supplier providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Supplier shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Supplier or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
  - 6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be

the sole responsibility of Supplier.

# 6.9 Supplier's Personnel.

- 6.9.1 All services required under the Agreement will be performed by Supplier, or under Supplier's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2 Supplier shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- **6.9.3** Supplier shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
- **6.9.4** Supplier shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Supplier in connection with the work performed arising from this Agreement.
- **6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Supplier.

## 6.11 Legal Construction.

- **6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.
- **6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- **6.11.3.** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

- **6.11.4.** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- **6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release. The acceptance by Supplier of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Supplier for anything done, furnished, or relating to Supplier's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Supplier, its employees, sub-Suppliers and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Supplier, its employees, sub-Suppliers and agents.
- **6.14 Corrections.** In addition to the above indemnification obligations, Supplier shall correct, at its expense, all errors in the work which may be disclosed during City's review of Supplier's report or plans. Should Supplier fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Supplier.
- **6.15 Files.** All files of Supplier pertaining to City shall be and remain the property of City. Supplier will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- **6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties

shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

- **6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- **6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Supplier, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Supplier.
- **6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

### TO CITY:

City of South Gate Meredith Elguira, Community Development Director 8650 California Avenue South Gate, CA 90280

Email: melguira@sogate.org

TEL: (323) 563-9566

# WITH COURTESY COPY TO:

City Attorney's Office Raul Salinas, City Attorney 8650 California Avenue South Gate, CA 90280

## TO SUPPLIER:

Northgate Gonzalez, LLC Oswaldo Gutierrez, VP and Corporate Controller 1201 N. Magnolia Avenue Anaheim, CA 92801

E-mail: Oswaldo.Gutierrez@northgatemarkets.com

- **6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- **6.23 Consultation with Attorney.** Supplier warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- **6.24 Interpretation Against Drafting Party.** City and Supplier agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 7. EFFECTIVE DATE. The effective date of this Agreement is November 1, 2021, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

	CITY OF SOUTH GATE:
	By:Al Rios, Mayor
	Dated:
ATTEST:	
By: Carmen Avalos, City Clerk (SEAL)	
APPROVED AS TO FORM:	
By: Raul J. Salinas (B) Raul F. Salinas, City Attorney	
	NORTHGATE GONZALEZ, LLC:
	By:Oswaldo Gutierrez, Vice President
	Dated:

MAR 16 2022

833 am

# City of South Gate

CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: March 22, 2022

Originating Department: Public Works

Department Director:

Arturo Cervantes Interim City Manager:

Chris Jeffers

SUBJECT: AGREEMENT WITH GONZALEZ GOODALE ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SOUTH GATE COURTHOUSE ADAPTIVE REUSE, CITY PROJECT NO. 561-ARC

**PURPOSE:** To approve a professional services agreement with Gonzalez Goodale Architects for architectural and engineering services to prepare design and construction documents for the South Gate Courthouse Adaptive Reuse Project (Project) which is funded in the Capital Improvement Program.

# **RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Gonzalez Goodale Architects for Architectural and Engineering Services to prepare design and construction documents for the South Gate Courthouse Adaptive Reuse, City Project No. 561-ARC, in the amount not-to-exceed \$353,220; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** The proposed Agreement is in the amount of \$353,220, and it will be funded with General Funds. The Project is budgeted in the Capital Improvement Program (CIP) in the amount of \$3,828,743 with General Funds in Account No. 311-790-49-9905, as summarized below.

Project Services	General Funds	Total
Proposed Agreement	\$353,220	\$353,220
Contingency		\$50,000
Project Management and Staff Time		\$50,000
Construction Phase		\$3,375,523
Total	\$353,220	\$3,828,743

**ALIGNMENT WITH COUNCIL GOALS:** The Project meets the City Council's goal to "Continue Infrastructure Improvements."

ANALYSIS: Staff recommends awarding the proposed Agreement to Gonzalez Goodale Architects (GGA) on a sole-source basis due to their prior involvement on a similar project involving the South Gate Courthouse. On October 25, 2016, the City Council approved Contract No. 3259 with GGA to prepare design and construction documents for the Employment Resource Center (ERC). Like the South Gate Courthouse Adaptive Reuse Project, the ERC Project also proposed an adaptive reuse project for the South Gate Courthouse. GGA previously initiated those design services until the City put the ERC Project on hold. GGA is intimately familiar with the South Gate Courthouse and the needed improvements due to their prior involvement. Further, GGA was awarded Contract No. 3259 after undergoing a consultant selection process that included a Request for Proposal and a panel that consisted of the prior City Manager, prior Community Development Director and Assistant City Manager/Director of Public Works. Staff recommends awarding the contract on a sole-source basis to GGA since the City previously underwent a competitive selection process that deemed GGA to be the most qualified consultant for a similar project. As a professional services agreement, sole sourcing is permitted as a matter of law at the discretion of the City.

**BACKGROUND:** The South Gate Courthouse Adaptive Reuse Project is funded in the Capital Improvement Program. The City initiated the Project to design a multitude of rooms for use as public meeting spaces, possible childcare area, and supplemental office space. The Project is estimated to cost over \$8 million to construct. It is partially funded with \$3,828,743 in funds. For this reason, the Project will be constructed in two phases. The South Gate Courthouse Adaptive Reuse Project is the first phase of construction. It entails rehabilitating elements of the building structure such as seismic, electrical, and mechanical repairs to prepare it for potential uses. More specifically, the improvements include remodeling and rehabilitating the building's interior, replacing existing fixtures with LED fixtures, replacing heating, ventilation, and air conditioning systems replacing existing outdated electrical panels, replacing existing galvanized pipes with copper pipes, replacing doors that are non-ADA compliant, and rehabilitating the overall condition of the interior of the building and to bring the courthouse into compliance with building codes. Final building improvements needed for occupancy will be funded at a future time. The goal is to make all the improvements needed regardless of the end use(s) immediately. This will allow the City time to continue to develop the concept for what exact uses will be housed. It is the goal that those uses will only require "tenant" type improvements as the primary improvements will have been accomplished under this initial project scope.

The scope of work entails preparing design and construction documents for the Project. Services include, but are not limited to, preliminary architectural and engineering design concepts, design development, 3D rendering of concept design, construction documents, bidding support and project closeout.

Design of the project is planned to begin in April of 2022 and be completed in seven months.

**ATTACHMENT**: Proposed Agreement and Exhibit A (Scope of Work)

ES:lc

# AGREEMENT FOR PROFESSIONAL SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN THE CITY OF SOUTH GATE AND GONZALEZ GOODALE ARCHITECTS

This Agreement for Professional Services for Architectural and Engineering Services for the South Gate Courthouse Adaptive Reuse, City Project No. 561-ARC ("Agreement") is made and entered into on March 22, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Gonzalez Goodale Architects, a California Corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## **RECITALS**

WHEREAS, City desires to retain qualified provider for certain services relating to Architectural and Engineering Services for the South Gate Courthouse Adaptive Reuse Project;

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Consultant to perform professional services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES. City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION. The total amount of compensation for this Agreement shall not exceed the sum of Three Hundred Fifty-Three Thousand Two Hundred Twenty Dollars (\$353,220) as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager/Director of Public Works.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of

the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- **3. TERM OF AGREEMENT.** This Agreement is effective as of March 22, 2022, and will remain in effect through June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.
- 4. CITY AGENT. The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
- 5. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
  - 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.

# 6. GENERAL TERMS AND CONDITIONS.

6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

## 6.2 Termination for Cause.

**6.2.1** The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- **6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- **Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

### 6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that

subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.
- **6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
  - **6.5.1** Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
  - 6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:
    - a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
    - b. Name and list as additional insured City, its officers, and employees.
    - c. Specify its acts as primary insurance.
    - d. Contain a clause substantially in the following words: "It is hereby

understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- **6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, without regard to conflict of law principles.
- **6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.
  - **6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
  - **6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest,

which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such license shall be the sole responsibility of Consultant.

## 6.9 Consultant's Personnel.

- 6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- **6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- **6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4 Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.
- **6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

# 6.11 Legal Construction.

- **6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California, without regard to conflict of law principles.
- **6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this

Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- **6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- **6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- **6.12 Counterparts.** This Agreement may be executed in counterparts and as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, and agents.
- **6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- **6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by

a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- **6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- **6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorney's Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- **6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

Agreement for Professional Services Gonzalez Goodale Architects Page 9 of 10

# TO CITY:

City of South Gate Arturo Cervantes, P.E.

Asst. City Manager/Director of Public Works

8650 California Avenue South Gate, CA 90280

E-mail: acervantes@sogate.org

## WITH COURTESY COPY TO:

City of South Gate Raul Salinas City Attorney 8650 California Avenue South Gate, CA 90280

E-mail: rsalinas@sogate.org

# TO CONSULTANT:

Gonzalez Goodale Architects
Harry Drake, AIA
Principal
135 West Green Street, Suite 200
Pasadena, CA 91105
E-mail: hrdrake@ggarch.com

- **6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- **6.23** Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- **6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 7. **EFFECTIVE DATE.** The effective date of this Agreement is **March 22, 2022 and** will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally]

Agreement for Professional Services Gonzalez Goodale Architects Page 10 of 10

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

	CITY OF SOUTH GATE:
	By: Al Rios, Mayor  Dated:
ATTEST:	
By: Carmen Avalos, City Clerk (SEAL)	
APPROVED AS TO FORM:	
By: Raul J. Salines & Raul F. Salinas, City Attorney	
	GONZALEZ GOODALE ARCHITECTS:
	By: Harry Drake, AIA, Principal
	Dated:

# EXHIBIT A

February 28, 2022

GGI

135 W. Green Street Suite 200 Pasadena, CA 91105 626-568-1428

ggarch.com

Mr. Elias Saikaly, P.E.
Project Manager
City of South Gate / Public Works Department
8650 California Ave, South Gate, CA 90280

Subject: South Gate Courthouse Renovation

Dear Elias,

GGA is pleased to submit this scope of work and fee proposal for architectural/engineering services to renovate the City of South Gate Civic Center Courthouse. We look forward to recommencing our work with the City on this project with this updated scope of work.

The City of South Gate currently owns the courthouse building formerly owned and operated by the County of Los Angeles. The building has not been in use for many years and requires refurbishment/replacement of the major component systems. It is the City's goal to re-use this building for City offices, conference rooms, storage, and possibly for other uses in the future.

The structure was built in 1955 utilizing reinforced concrete and wood frame construction. It is approximately 15,500 square feet, comprised of two court rooms, jury rooms, detention cells, visiting rooms, administrative supporting offices, restrooms, a records storage and mechanical room in the basement, and another mechanical room on the limited second floor. Minor alterations to the interior of the structure have occurred since the original construction including renovation of two toilet rooms for partial accessibility. The City removed the existing leaking roof and installed a new roof within the last several years.

A Hazardous Materials Survey Report was prepared by Titan Environmental Solutions, dated February 23, 2016 and will be addressed as part of the renovation project.

Building damages are common throughout the Facility and finishes are in fair to poor condition with typical worn finishes. The walls, ceiling and floor have water damage from roof leaks and there is fire damage in the Jury Room and termite damage to wood doors and frames

#### RENOVATION SCOPE OF SERVICES

- Modify Courthouse front entry storefront door/hardware for current code compliance
- Replace or repair all non-compliance accessible doors and hardware and damaged doors which access
  to all the rooms along the Lobby, North corridor, and South corridor. This scope does not apply to the rest of
  the rooms located at the East side of the Courtrooms as acknowledged by the City Building Official.
- Accessibility upgrades of the North and South Public Toilet Facilities (4 rooms) including the Janitor room and drinking fountain



- Remove two single occupant toilet rooms at the North Jury Room, remodel into a room opens to the Jury Room
- Upgrade two single occupant toilet rooms at the South Jury Room. These toilets rooms will not comply with current code as acknowledged by the City Building Official.
- Upgrade two detention cell rooms and remodel into open area rooms. Remove observation windows and casework in one of the detention cells.
- Scope of work for each room inside the Courthouse Building
  - a. Remove all items and finishes inside room entirely to bare floor, wall, and ceiling framing substrate. Including to remove equipment, casework, lighting fixtures, plumbing fixtures, exposed electrical conduits and piping, flooring, ceiling tiles, any finishes adhered to the walls.
  - b. Install new flooring and base, new ceiling tiles, new HVAC air registers and thermostats, new lighting fixtures, sensors and switches, new electrical receptacles where required, new paint on walls and hard ceilings, new paint on doors and frames, new plumbing fixtures where applicable, new toilet accessories where applicable, new thresholds under doors where necessary
  - c. Install new furred walls where necessary to hide electrical conduits and plumbing pipes
- Scope of work for the main Lobby and East and West Corridors:
  - a. Remove and replace ceiling tiles, install new lighting fixtures, and air diffusers.
  - b. Clean and polish existing terrazzo flooring and stone tiles walls. Paint walls where drywalls occur.
  - c. Modify or remove two large interior windows to the Municipal Clerk room, remove overhead roll down steel counter doors and casework.
- Mechanical, Electrical and Plumbing Scope of Work.
  - a. Upgrades HVAC for all areas in the entire building, replace new ductwork as necessary
  - b. Upgrades Electrical to include new electrical panels, distribution, LED lightings and Controls
  - c. Upgrade Plumbing to include gas meter replacement, new water heaters, new copper piping and new plumbing fixtures
  - d. Develop energy calculations for code T24 compliance
  - e. Provide performance criteria only for Fire Sprinkler and Fire Alarm design. Both system shall be Design-build by contractor.
- Civil Scope of Work
  - a. Review client provided survey for ADA compliance from existing exterior ramp to adjacent accessible parking spaces
  - b. Restriping and layout of the North Parking lot to provide accessible parking
- Structural Scope of Work



- a. Structural details for damaged repairs
- b. Coordination structural system with Architectural and other trades design system
- c. Review structural adequacy for gravity and seismic loads imposed by equipment and utilities.
- Cost Estimate Scope of Work
  - a. Provide preliminary estimate at Schematic phase, a progress estimate during construction document phase and a final estimate before bid.
- The followings are exclusions but can be done as additional service if requested by the City:
  - a. Site work, site utilities and landscape
  - b. Exterior building façade to do windows, doors, and roofing upgrades.
  - c. Signage, casework, and furniture
  - d. Information Technology design
  - e. Structural Analysis of existing building

Our total fee for the above services is a lump sum of \$353,220.

GGA (Architectural)

\$224,670 Refer to attached work plan for hours breakdown.

Brandow & Johnston (Civil)

\$5,000

Brandow & Johnston (Structural)

\$15,000

P2S (MEP)

\$83,750

Yuang Tai (Cost Estimator)

\$24,800

We are delighted to have the opportunity to work together with the City of South Gate. Please contact us if you have any further questions concerning this proposal.

Sincerely,

Mary Wu, AlA

Associate Principal

mwu@ggarch.com

# Proposed Work Plan - By Phases and Tasks

Project City of South Gate

Courthouse Renovation

2/28/2022

Revision rev0
Phases/Tasks



				GGA+				1 - 1		Consu	tants		Dhasa
Durations		Role	P \$347	SPM \$292	PC \$185	\$185	PD2 \$126	A \$108	Structural B&J	MEP P2S	Civil B&J	Cost Est YTI	Phase Subtotals
Programming/Pre-Design (combined with SD) 0.0 months	\$0								\$0	\$0	\$0	\$0	\$
	Hours	0	0	0	0	0	0	0					
Project Initiation and Schematic Design 1.0 months	\$70,810									\$12,500	\$0	\$6,200	\$89,51
Client Team Meetings to Develop Conceptual Design (2)		22	2	8	12								
Building investigation and Develop base plans				16	72								
Develop initial concept design		73	1	24	48								
Present to Client Team stakeholders (I)		12	4	4	4				1				
Refine favored initial concept	520	48		8	40								
Provide updated Probable Opinion of Construction Cost and Project Schedule		4		4									
Develop Outline Specifications		8		6	2								
Develop two 3D renderings of concept design		68		4	24		40						
In-house Quality Assurance Review		9	1	8									
Issue Final Schematic Design submittal documents for Phase approval		10		2	4			4					
100	Hours	254	8	84	206	0	40	4					
	1	% FTE											
Design Development (combined with CD Phase) 0.0 months	\$0							1	\$0	\$0	\$0	\$0	\$
	Hours	0	. 0	0	0	0	0	0					
Construction Documents 3.0 months	\$143,126							- 1	\$15,000	\$65,000	\$5,000	\$18,600	\$246,72
Input Client and In-house Quality Assurance review comments into		21		4	16								
architectural drawings and model		21		**	10								
Client Team Meetings to Review Ongoing Documentation and Furnish		40	8	16	16								
Technical Data (4) Perform Design Development and Construction Documents		220		40	180								
Coordinate and integrate evolving engineering systems into architectural		220		40	100								
model and drawings		64		24	40								
Further develop Specifications		48		32	8			8					
ssue Progress submittal to Client for review and approval		12		4	4			4					
Refine drawings and incorporate Client and QA review comments	3	40		8	32			10					
Complete specifications and bid document coordination		52		40	4			8					
Final in-house Quality Assurance Review and Pick-up Revisions	1	45	1	12	32								

GGA | Architecture+

## Proposed Work Plan - By Phases and Tasks

Project

City of South Gate

Courthouse Renovation

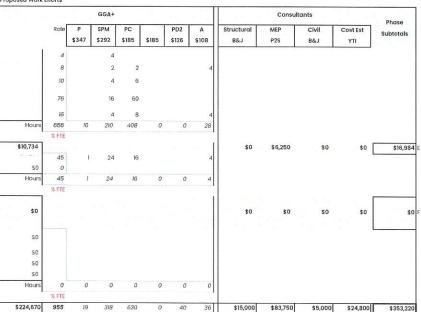
Date 2/28/2022

Revision rev0



Phases/Tasks Proposed Work Efforts Durations \$347 rovide updated Probable Opinion of Construction Cost and Project Schedule II Issue 90% submittal to City for review and approval 12 Issue Construction Documents submittal to Plan Check 10 13 Make corrections to Plan Check and complete drawings to incorporate all 76 comments from the City and QA 14 Issue Final Construction Documents - ready for Bid 656 % FTE 2.0 months \$10,734 Bidding phase services (provide clarifications, bid review) 45 Hours F Construction Administration & Project Closeout 8.0 months (\$100,000 allowance for GGA and \$50,000 for Engineers. \$0 Perform CA in T&M) On-site Construction Administration Meetings (assuming 8 months, biweekly so meetings) Construction Administration support, submittal review, clarifications roject Closeout Services so so

Total Cost



Page 2 | Work Plan

GGA | Architecture+

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# City of South Gate

**CITY COUNCIL** 

# AGENDA BILL

For the Regular Meeting of: March 22, 2022

Originating Department: Public Works

Interim City Manager:

Department Director:

Arturo Cervantes

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3408 FUNDING AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY FOR THE TWEEDY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, LAMTA ID F7309, CITY PROJECT NO. 514-TRF

**PURPOSE:** Contract No. 3408 is a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for grant funds awarded to the Tweedy Boulevard Traffic Signal Synchronization Project. Amendment No. 1 modifies the term of the agreement to extend the funding lapsing date to February 28, 2023, to provide time to expend the funds.

# RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 3408 Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Tweedy Boulevard Traffic Signal Synchronization Project, LAMTA ID No. F7309, City Project No. 514-TRF, extending the funding lapsing date to February 28, 2023; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** None. The Tweedy Boulevard Traffic Signal Synchronization Project is budgeted in the Capital Improvement Program in the amount of \$1,817,212, which is funded with \$1,317,212 in 2013 Call for Projects Funds, and \$500,000 in Prop C Funds. Amendment No. 1 provides more time to utilize the 2013 Call for Projects grant funds.

ANALYSIS: The Tweedy Boulevard Traffic Signal Synchronization Project (Project) was awarded grant funds through the "2013 Call for Projects" Grant Program by Metro on September 18, 2013. Metro programmed the funds for Fiscal Years 2017/2018 and 2018/2019 in the amount of \$517,780 and \$799,432, respectively. Accordingly, on January 23, 2018, the City Council approved Contract No. 3804 to enter into a Funding Agreement with Metro to accept and expend the funds. The Public Works Department has since begun implementation of the project as the design phase is now substantially complete. Construction is planned in Fiscal Year 2022/23. The Funding Agreement obligated the City to expend the funds by June 30, 2021, which is the lapsing date. Metro's prerequisite to prevent grant funds from lapsing is an

amendment to the funding agreement. Metro approved Amendment No. 1 on December 29, 2021, to extend the lapsing date to February 28, 2023, to provide time to construct the project. It is now necessary for the City Council to approve Amendment No. 1.

BACKGROUND: The Tweedy Boulevard Traffic Signal Synchronization Project is a part of the Capital Improvement Program. The project aims to improve pedestrian and vehicular safety and reduce traffic congestion on the Tweedy Boulevard. More specifically, the project will synchronize 18 traffic signals located on Tweedy Boulevard, between Alameda Street and Atlantic Avenue. This entails installing conduit and cabling to physically connect and synchronize the traffic signals. The project will also implement safety improvements at four uncontrolled crosswalks on Tweedy Boulevard where traffic calming devices will be installed.

The Tweedy Boulevard Traffic Signal Synchronization Project is in the design phase and scheduled to be completed in March 2022. Construction is scheduled to start in Summer of 2022 and be completed in nine months.

ATTACHMENTS: A. Proposed Amendment No. 1 to Contract No. 3408

B. Metro Funding Agreement

JL:lc

# AMENDMENT No. 1 TO FUNDING AGREEMENT BETWEEN CITY OF SOUTH GATE AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of October 1, 2021, by and between City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

#### **RECITALS:**

- A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000F7309, dated December 20, 2017, (the "Existing FA"), which Existing FA provides for the Tweedy Boulevard Signal Synchronization Project (the "Project"); and
- B. Whereas, LACMTA Board on July 22, 2021, desires to extend the lapsing date of the Project to February 28, 2023; and
- C. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Part II, Paragraph 8.1 (iv), 8.2 and 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:
- "8.1 (iv) Funds programmed for FY 2017-18 and FY2018-19 are subject to lapse on February 28, 2023.
- 8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. Even though Grantee is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of noncompliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process.
  - 8.3 Intentionally omitted."
- 2. Part II, Paragraph 11 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

# "11. <u>COMMUNICATIONS:</u>

- 11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <a href="http://metro.net/partners-civic">http://metro.net/partners-civic</a>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- 11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media,

and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

- 11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.
- 11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."
- 3. Part I, Paragraph 12 of Existing FA is hereby amended to change LACMTA's project manager to Shrota Sharma, mail stop 99-18-2.
- 4. Attachment B Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Scope	Schedule in of Work	Revised Project Schedule			
Start Date End Date		Start Date End Date				
Project Approval and Environmental Documents (PA&ED) Plans, Specifications & Estimates	March 1, 2018  October 1, 2018	September 30, 2018  June 30, 2019	February 19, 2019 February 19, 2019	November 30, 2021  November 30, 2021		
Construction	September 1, 2019	June 30, 2021	April 1, 2022	February 28, 2023		
Total Project Duration (Months)	4	0	48			

5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORIT	Y
By: Stephanie N. Wiggins Chief Executive Officer	Date:
APPROVED AS TO FORM:	
RODRIGO A. CASTRO-SILVA County Counsel	
By: Deputy	Date:
CITY OF SOUTH GATE	
By: Al Rios City Mayor	Date:
APPROVED AS TO FORM:	
Raul Salinas City Attorney	Date: 3/16/22
ATTEST:	
Garmen Avalos City Clerk	Date:

CFP# F7309 Funding Agreement No. 920000000F7309

# CALL FOR PROJECTS PROPOSITION C FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of December 20, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") Tweedy Boulevard Signal Synchronization Project - LACMTA Call for Projects ID# F7309 and FTIP# LAF7309 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I Specific Terms of the Agreement
- 2. Part II General Terms of the Agreement
- 3. Attachment A Project Funding
- 4. Attachment B Scope of Work
- 5. Attachment C Reporting and Expenditure Guidelines
- 6. Attachment C-1 Quarterly Progress/Expenditure Report
- 7. Attachment D Federal Transportation Improvement Program (FTIP) Sheet
- 8. Attachment E-1 ITS Architecture Consistency Self-Certification Form
- 9. <u>Attachment E-2</u> Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions
- 10. <u>Attachment E-3</u> Sustainable Design Elements Requirements Special Grant Conditions
- 11. Attachment F Project Readiness Certification
- 12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:	
LOS ANGELES COUNTY METROPOLITAN TRANSP	ORTATION AUTHORITY
By: Phillip A. Washington Chief Executive Officer	Date: 3/7/18
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By: Deputy	Date: _//27/18
GRANTEE:	
CITY OF SOUTH GATE	
Maria Davila Mayor	Date: 02/15/2018
APPROVED AS TO FORM:	
By: Raul Salinas City Attorney	Date: 1/20/2018
ATTEST:	
By: Carmen Avalos	Date: 2/20/2018
City Clerk	

Rev: 11.22.2016

Funding Agreement Prop C Funds

# <u>PART I</u> <u>SPECIFIC TERMS OF THE AGREEMENT</u>

- 1. Title of the Project (the "Project"): Tweedy Boulevard Signal Synchronization Project. LACMTA Call for Projects ID# F7309, FTIP # LAF7309.
- 2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$1,317,212(the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the Funds to GRANTEE for the Project. The Funds are programmed over two years, Fiscal Years (FY) 2017-18 and 2018-19. LACMTA Board of Directors' action approved Funds for FY 2017-18 only in the amount of \$517,780. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
- 3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
- 4. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as <a href="Attachment B">Attachment B</a>. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
- 5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (<u>Attachment C</u>). The form of the Quarterly Progress/Expenditure Report is attached as <u>Attachment C-1</u>. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
- 6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <a href="https://program.metro.net">https://program.metro.net</a>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect

Rev: 11.22.2016

Funding Agreement Prop C Funds GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

- 7. The "Los Angeles County Regional ITS Architecture Consistency Self-Certification Form" is attached as <u>Attachment E-1</u>. GRANTEE shall complete and submit the form as set forth in <u>Attachment E-1</u>.
- 8. The "Signal Synchronization and Bus Speed Improvement Program Special Grants Conditions" is attached as <u>Attachment E-2</u>. GRANTEE shall comply with the Special Grants Conditions as set forth in <u>Attachment E-2</u>.
- 9. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as <u>Attachment E-3</u>. GRANTEE shall comply with the Special Grant Conditions as set forth in <u>Attachment E-3</u>.
- 10. An executed "Project Readiness Certification" is attached as <u>Attachment F</u>, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
- 11. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.
- 12. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

#### LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Ed Alegre, Mail Stop 99-22-9 Email: AlegreE@metro.net

#### GRANTEE's Address:

City of South Gate 8650 California Avenue South Gate, CA 90280 Attention: Victor Ferrer Email: vferrer@sogate.org

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Funding Agreement Prop C Funds 13. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

# PART II GENERAL TERMS OF THE AGREEMENT

#### 1. **TERM**:

- 1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.
- 1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.
- 2. <u>INVOICE BY GRANTEE</u>: Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# F7309 and FA# 920000000F7309
LACMTA Project Manager: Ed Alegre; Mail Stop 99-22-9

## 3. <u>USE OF FUNDS:</u>

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

Rev: 11.22.2016

Funding Agreement Prop C Funds

- 3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).
- \*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.
- \*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.
- 3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see <a href="http://www.metro.net/projects/call\_projects/">http://www.metro.net/projects/</a>.
- 3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see <a href="http://www.metro.net/projects/call\_projects/">http://www.metro.net/projects/call\_projects/</a>.
- 3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.
- 3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

- 3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.
- 3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.
- 3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.
- 3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

# DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular

quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

- 4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.
- 4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call\_projects/call\_projects-reference-documents/.
- 4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.
- 4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.
- 4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.
- 4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.
- 4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

# 5. <u>AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:</u>

\*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in

accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

- \*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
- \*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.
- \*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.
- \*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.
- 5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA

in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

- \*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- \*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.
- 5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.
- 5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.
- 6. ONE TIME GRANT: This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

# SOURCES AND DISPOSITION OF FUNDS:

- 7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.
- 7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.
- 7.3 GRANTEE shall be responsible for any and all cost overruns for the
- 7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 8. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:</u>

- 8.1 GRANTEE must demonstrate timely use of the Funds by:
  - (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
  - (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
    - for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
    - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
    - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
  - (iii) submitting the Quarterly Progress/Expenditure Report; and
  - (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2021 (lapse date), within 36 months from July 1 of the FY 2018-19, final Fiscal Year in which funds are programmed.
- 8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project

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Funding Agreement Prop C Funds does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

- 8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.
- 8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.
- 8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.
- 9. <u>DEFAULT:</u> A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

#### 10. **REMEDIES**:

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

- 10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.
- 10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

#### 11. **COMMUNICATIONS**:

- \*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- \*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.
- \*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
- \*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

#### 12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions

or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

- 12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- \*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.
- 12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- \*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.
- 12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.
- 12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

- 12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
  - 12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.
- 12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

CFP#: F7309 FTIP#: LAF7309 FA# 92000000F7309 PPNO: N/A

#### PROJECT TITLE: Tweedy Boulevard Signal Synchronization Project GRANTEE/ PROJECT SPONSOR: City of South Gate (\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

		LACMIA Prog	rammed Fundin	ig and Sponsors	Match	n Only)				
PROGRAMMED FUNDS	PRIOR YEARS	FY 2014-15	FY 2015-16	FY 2016-17	F	Y 2017-18	F	Y 2018-19	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING: SELECT:										
Proposition C 5%									\$	
Proposition C 10%									\$ •	
Proposition C 25%					\$	517,780	\$	799,432	\$ 1,317,212	80.0%
Proposition C 40%									\$ 	
									\$ 	
	LACMTA SUBT	OTAL			_		ı -		\$ 1,317,212	80.0%
GRANTEE/SPONSOR MATCH: Grantee Funding Commitment (specify type) (Write specific type of funding match)										
SELECT: City General Fund									\$ -	
Prop A or C Local Return STPL									\$ 	
Other					\$	129,445	\$	199,858	\$ 329,303	20.0%
	GRANTEE / PRO	JECT SPONSO	R MATCH SUI	BTOTAL					\$ 329,303	20.0%
TOTAL PROGRAMMED FUNDING	<b>s</b> -	<b>s</b> -	<b>s</b> -	s -	\$	647,225	\$	999,290	\$ 1,646,515	100.0%

## ATTACHMENT B

#### SCOPE OF WORK

## PROJECT LOCATION

The project is located on Tweedy Boulevard from Alameda Street to Atlantic Avenue. Tweedy Boulevard at Alameda Street is shared with the City of Los Angeles, and Tweedy Boulevard at Long Beach Boulevard and State Street is shared with the City of Lynwood. Arterials that cross this route are Alameda Street, Long Beach Boulevard, State Street, California Avenue, and Atlantic Avenue.

# PROJECT BACKGROUND

Tweedy Boulevard is a major thoroughfare that serves the City's central business district and is expected to experience increased traffic volumes and congestion as the area is revitalized. Additionally, Tweedy Boulevard will be used as an alternative route to the I-105 freeway and is expected to experience periodic super loading during freeway incidents. As such, there is a need to maximize the capacity of Tweedy Boulevard, increase traffic mobility and relieve existing traffic congestion through the installation of lower cost transportation improvements which do not require roadway widening and right of way acquisition.

# PROJECT DESCRIPTION

The Tweedy Boulevard Signal Synchronization project will interconnect eighteen (18) traffic signals using fiber optic cable and wireless communications (where possible), synchronize signal timing to improve traffic flow and reduce delays along the arterial. Project components include traffic signal synchronization, equipment upgrades and intersection operational improvements. Three (3) closed circuit television cameras (CCTV) will be installed along the corridor establishing a communications infrastructure to support advanced transportation management systems (ATMS).

Funds are for design and construction costs. Data from the traffic signals will be made available to the region through IEN. Project sponsor will be required to participate in the Los Angeles County Regional ITS Architecture Consistency and the Signal Synchronization and Bus Speed Improvement Program.

## PROJECT SCHEDULE

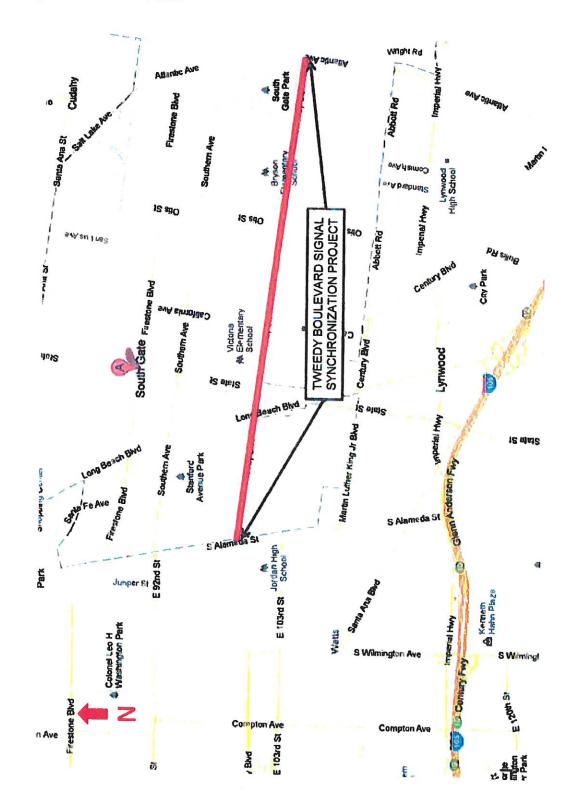
MILESTONES	START DATE	END DATE
Project Approval and Environmental Documents (PA&ED)	March 1, 2018	September 30, 2018
Plans, Specifications & Estimates(PS&E)	October 1, 2018	June 30, 2019
Construction	September 1, 2019	June 30, 2021

# PROJECT COST

ITEMS	-
Design Engineering	\$170,000
Construction	\$1,326,515
Construction Engineering	\$100,000
Project Administration	\$50,000
TOTAL PROJECT COST	\$1,646,515

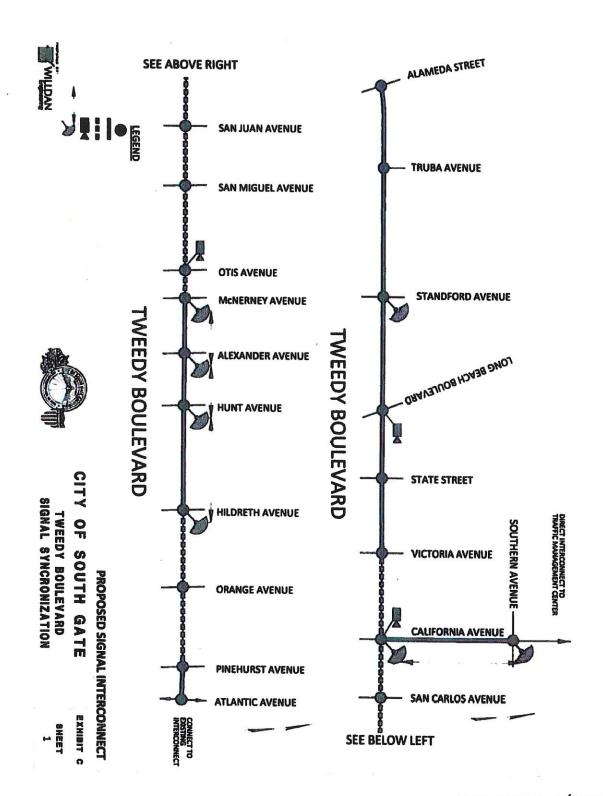
<sup>\*</sup>Funds are for design and construction costs.

# PROJECT LOCATION MAP



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PROJECT ELEMENTS

FTIP#: LAF7309 PPNO N/A

# FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

#### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment C-1</u>) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at <u>ACCOUNTSPAYABLE@METRO.NET</u> or by mail to Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may <u>not</u> be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including inkind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will
  monitor the timely use of funds and delivery of projects. Project delay, if any, must be
  reported each quarter. Projects not delivered in a timely manner will be reevaluated by
  LACMTA as part of the annual Call for Projects Recertification process and the Funds
  may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

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#### **EXPENDITURE GUIDELINES**

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA
   Attachment B) is considered ineligible and will not be reimbursed by the LACMTA unless
   prior written authorization has been granted by the LACMTA Chief Executive Officer or
   his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTAfunded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless <u>written authorization</u> has been granted by the LACMTA Chief Executive Officer or her/her designee.

#### **DEFINITIONS**

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project.
     Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost",

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please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.* 

• Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

# LACMTA FA ATTACHMENT C-1 QUARTERLY PROGRESS / EXPENSE REPORT

	Grantee To Complete	
Invoice #		
Invoice Date		
FA#	92000000F	
Quarterly I	eport #	

#### **GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**

#### ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment C) for further information.

#### SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant	Local Match (Incl. In-Kind)	Local Match	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)	TO THE RESIDENCE OF THE PARTY O		N	
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				•
Total Project Budget				
% of Project Budget Expended to Date	***			
Balance Remaining				

SE	CTION 2: GENERAL I	NFORMATION	
PR	OJECT TITLE:		
FA	#:		
QU	ARTERLY REPORT S	UBMITTED FOR:	
	Fiscal Year :		
	Quarter :	Q1: Jul - Sep	
DA	FE SUBMITTED:		
LAC	OMTA MODAL CATEO	GORY:	
		RSTI Pedestrian Signal Synchr	onization
		TDM Bicycle Goods Mover	
		Transit	
	LACMITA D	Name:	
	LACMTA Project Manager	Phone Number:	
		E-mail:	
		I	
		Contact Name:	
		Job Title:	
	<b>Project Sponsor</b>	Department:	an, to a payment of the same o
	Contact / Project	City / Agency:	
	Manager	Mailing Address:	
		Phone Number:	
		E-mail:	

# SECTION 3 : QUARTERLY PROGRESS REPORT

#### 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones		edule in Scope of ork	Actual Schedule		
	Start Date	End Date	Start Date	End Date	
Environmental Clearance			- III. Date	Liiu Date	
Design Bid & Award					
Design					
Right-of-Way Acquisition					
Construction Bid & Award	1				
Ground Breaking Event			-		
Construction					
Ribbon Cutting Event					
Total Project Duration (Months)					

2. PROJECT COMPLETION	
A. Based on the comparison of the original and actual project mil	lestone schedules above, project is (select only one) :
On schedule per original FA schedule	Less than 12 months behind original schedule
Between 12-24 months behind original schedule	More than 24 months behind original schedule
B. Was the project design started within 6 months of the date original Yes No Not Application	
C. Was a construction contract or capital purchase executed with  Yes No Not Applica	

3. TASKS / MILESTONES AC	COMPLISHED			
List tasks or milestones accor	nplished and progres	s made this quarter.		
		tin nederlande (1.00 m.) vale der stade de tre verder var verder		
4. PROJECT DELAY				
If project is delayed, describe	reasons for delay (this	s quarter). Pav parti	icular attention to se	chedule delays. If delay
is for the same reason as men	tioned in previous qua	arters, please indica	ite by writing "Same	as Previous Quarter".
5. ACTION ITEMS TO RESOL	VE DELAY			
If the project is delayed (as de:	scribed in #4), include	action items that h	ave been, or will be	, undertaken to resolve
the delay.				

#### SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1					
2					
3					
4					AATST AND
5					
6					
7					
8					
9					
10					
11					
12					
13					
	TOTAL	A second			2

#### Notes:

- 1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- 2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

#### **Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project	Manager or fiscal officer ar	nd representative of
and	d that to the best of my know	vledge and belief the information
stated in this report is true and correct.		- a
Signature	Date	
110 marin 1		
Name	Title	
Rev: 12.23.14	5	FA Prop C Attachment C-1 Quarterly Report

#### ATTACHMENT D

#### Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

TIP 10 LAF7309 Implementing Agency South Gate, City of Project Description TWEEDY BOULEVARD SIGNAL SYNCHRONIZATION PROJECT: (1) Interconnects 18 traffic signals SCAG RTP Project # 1ITS04 Study N/A Is Model YES Model # PM: Clint Herrera - (323) 563-9582 Email: cherrera@sogate org using fiber optic cable and wireless communications (2) synchronizes signal timing to improve traffic flow, and reduces delays along the 2.7-mile arterial (3) Install a Closed Circuit Television Camera (CCTV) at the intersection of Long Beach BI to support LS N LS GROUP# Conformity Category TCM the Advance Transportation Management Systems (ATMS). System Local Hwy Route Postmile Distance Phase Environmental Document/Pre-Design Phase (PAED) Completion Date 06/30/2020 Lane # Extd 0 Lane # Prop 0 Imprv Desc. Signal Synchronization Project Air Basin SCAB Envir Doc CATEGORICALLY EXEMPT - 12/31/2012 Uza Los Angeles-Long Sub-Area Central Sub-Region Gateway Cities Toll Rate Toll Colc Loc. Toll Method Hoy acs eg loc Beach-Santa Ana Area Team CTIPS ID PPNO EA# Program Code ITS02 - SIGNAL SYNCHRONIZATION Stop Loc PHASE PRIOR 18/19 19/20 20/21 21/22 22/23 23/24 BEYOND PROG TOTAL CITY - City Funds PE \$34 \$0 \$34 CON \$295 \$295 SUBTOTAL \$34 \$295 \$329 PC25 - Los Angeles County Proposition "C25" \$136 PF 50 \$136 RW CON SO \$1,181 \$1.181 SUBTOTAL \$136 \$1,181 \$1,317 TOTAL PE: \$170 TOTAL RW: \$0 TOTAL CON: \$1,476

- General Comment: Working with METRO on the project's MOU. Mdeling Comment: No significant change made TCM Comment: No significant change made
- Narrative:
- Total project cost remains the same at \$1,646

Protect cost stave the same

Programming amount in the active FTIP years decreased by \$170 and by 10.33%

- Changed Project Completion Date:
   from "6/30/2019" to "6/30/2020"

- Changed Current Implementation Status.

   from "No Project Activity" to "Environmental Document/Pre-Design Phase (PAED)"

Revise Funds Between Phase

▶ Add funds in 17/18 in ENG for \$34

- Decrease funds in 18/19 in CON from \$329 to \$295

▶ Add funds in 17/18 in ENG for \$136

PC25:

- Decrease funds in 18/19 in CON from \$1,317 to \$1,181

Last Revised Adoption 19-00 - Submitted

Change reason: Carry Over, Schedule Funding Sc

**Total Cost** 

\$1,646



This form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Name of Sponsoring Agency: City of South Gate

2. Contact Name: Clint Herrera 3. Contact Phone: 323-563-9582

4. Contact Email: cherrera@sogate.org

5. Project Description:

The Tweedy Boulevard Signal Synchronization project will interconnect eighteen (18) traffic signals using fiber optic cable and wireless communications (where possible), synchronize signal timing to improve traffic flow and reduce delays along the arterial. Project components include traffic signal synchronization, equipment upgrades and intersection operational improvements. Three (3) closed circuit television cameras (CCTV) will be installed along the corridor establishing a communications infrastructure to support advanced transportation management systems (ATMS).

Funds are requested for design and construction costs. Data from the traffic signals will be made available to the region through IEN. Project sponsor will be required to participate in the Los Angeles County Regional ITS Architecture Consistency and the Signal Synchronization and Bus Speed Improvement Program.

- 6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document. The information It is anticipated that the following ITS elements will be included: Traffic Control and Travel Demand Management.
- 7. Outline of the concept of operations for the project. The City of South Gate is a full service City and has City employees that currently maintain and will continue to maintain the traffic signal operations.
- 8. Identify participating agencies roles and responsibilities. The City of South Gate will implement the project and continue to operate and maintain the traffic signals citywide.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards, if required, and conform to the regional configuration management process.

1



 Use the Los Angeles County Regional ITS Architecture interface standards, if required, and conform to the regional configuration management process.

Signature:

Agency Representative

5 5 1 8 Date

Please return this Project Self Certification Form to:

LACMTA, Highway Program

Attention: Mr. Steven Gota, Deputy Executive Officer, Los Angeles County Metropolitan Transportation Authority (LACMTA), One Gateway Plaza, MS 99-22-9, Los Angeles, CA 90012-2952



#### ATTACHMENT A

# Elements of National ITS Architecture User Services (Version 8.0)

#### 1. Commercial Vehicle Operations

- 1.1 Carrier Operations and Fleet Management
- 1.2 Freight Administration
- 1.3 Electronic Clearance
- 1.4 CV Administrative Processes
- 1.5 International Border Electronic Clearance
- 1.6 Freight Signal Priority
- 1.7 Roadside CVO Safety
- 1.8 Smart Roadside and Virtual WIM
- 1.9 Freight-Specific Dynamic Travel Planning
- 1.10 Road Weather Information for Freight Carriers
- 1.11 Freight Drayage Optimization
- 1.12 HAZMAT Management
- 1.13 Roadside HAZMAT Security Detection and Mitigation
- 1.14 CV Driver Security Authentication
- 1.15 Fleet and Freight Security
- 1.16 Electronic Work Diaries International
- 1.17 Intelligent Access Program International
- 1.18 Intelligent Access Program Weight Monitoring International
- 1.19 Intelligent Speed Compliance International

#### 2. Data Management

- 2.1 ITS Data Warehouse
- 2.2 Performance Monitoring

#### 3. Maintenance and Construction

- 3.1 Maintenance and Construction
- 3.2 Maintenance and Construction Vehicle and Equipment Tracking
- 3.3 Maintenance and Construction Vehicle Maintenance
- 3.4 Roadway Automated Treatment
- 3.5 Winter Maintenance
- 3.6 Roadway Maintenance and Construction
- 3.7 Work Zone Management
- 3.8 Work Zone Safety Monitoring
- 3.9 Maintenance and Construction Activity Coordination
- 3.10 Infrastructure Monitoring

#### 4. Parking Management

- 4.1 Parking Space Management
- 4.2 Smart Park and Ride System
- 4.3 Parking Electronic Payment
- 4.4 Regional Parking Management

#### 5. Public Safety

- 5.1 Emergency Call-Taking and Dispatch
- 5.2 Routing Support for Emergency Responders
- 5.3 Emergency Vehicle Preemption
- 5.4 Mayday Notification
- 5.5 Vehicle Emergency Response
- 5.6 Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
- 5.7 Incident Scene Safety Monitoring
- 5.8 Roadway Service Patrols
- 5.9 Transportation Infrastructure Protection
- 5.10 Wide-Area Alert
- 5.11 Early Warning System



- 5.12 Disaster Response and Recovery
- 5.13 Evacuation and Reentry Management
- 5.14 Disaster Traveler Information

#### 6. Public Transportation

- 6.1 Transit Vehicle Tracking
- 6.2 Transit Fixed-Route Operations
- 6.3 **Dynamic Transit Operations**
- 6.4 Transit Fare Collection Management
- 6.5 **Transit Security**
- 6.6 Transit Fleet Management
- 6.7 Transit Passenger Counting
- 6.8 Transit Traveler Information
- 6.9 **Transit Signal Priority**
- 6.10 Intermittent Bus Lanes

- 6.11 Transit Pedestrian Indication
  6.12 Transit Vehicle at Station/Stop Warnings
  6.13 Vehicle Turning Right in Front of a Transit Vehicle
- 6.14 Multi-modal Coordination
- 6.15 Transit Stop Request
- 6.16 Route ID for the Visually Impaired
- 6.17 Transit Connection Protection
- 6.18 Integrated Multi-Modal Electronic Payment

#### 7. Support

- 7.1 Connected Vehicle System Monitoring and Management
- 7.2 Core Authorization
- 7.3 Data Distribution
- 7.4 Map Management
- 7.5 Location and Time
- 7.6 Object Registration and Discovery
- 7.7 **Privacy Protection**
- 7.8 Security and Credentials Management

#### 8. Sustainable Travel

- 8.1 Emissions Monitoring
- 8.2 Eco-Traffic Signal Timing
- 8.3 Eco-Traffic Metering
- 8.4 Roadside Lighting
- 8.5 **Electric Charging Stations Management**
- 8.6 HOV/HOT Lane Management
- 8.7 **Eco-Lanes Management**
- 8.8 Eco-Approach and Departure at Signalized Intersections
- 8.9 Connected Eco-Driving
- 8.10 Low Emissions Zone Management

#### 9. Traffic Management

- Infrastructure-Based Traffic Surveillance
- Vehicle-Based Traffic Surveillance 9.2
- 9.3 Traffic Signal Control
- 9.4 Connected Vehicle Traffic Signal System
- 9.5 Traffic Metering
- 9.6 **Traffic Information Dissemination**
- 9.7 Regional Traffic Management
- 9.8 Traffic Incident Management System
- 9.9 Integrated Decision Support and Demand Management
- 9.10 Electronic Toll Collection
- 9.11 Road Use Charging
- 9.12 Dynamic Roadway Warning



- 9.13 Standard Railroad Grade Crossing
- 9.14 Advanced Railroad Grade Crossing
- 9.15 Railroad Operations Coordination
- 9.16 Reversible Lane Management
- 9.17 Speed Warning and Enforcement
- 9.18 Drawbridge Management
- 9.19 Roadway Closure Management
- 9.20 Variable Speed Limits
- 9.21 Speed Harmonization
- 9.22 Dynamic Lane Management and Shoulder Use
- 9.23 Border Management Systems

#### 10. Traveler Information

- 10.1 Broadcast Traveler Information
- 10.2 Personalized Traveler Information
- 10.3 Dynamic Route Guidance
- 10.4 Infrastructure-Provided Trip Planning and Route Guidance
- 10.5 Travel Services Information and Reservation
- 10.6 Dynamic Ridesharing and Shared Use Transportation
- 10.7 In-Vehicle Signage

#### 11. Vehicle Safety

- 11.1 Autonomous Vehicle Safety Systems
- 11.2 V2V Basic Safety
- 11.3 V2V Situational Awareness
- 11.4 V2V Special Vehicle Alert
- 11.5 Curve Speed Warning
- 11.6 Stop Sign Gap Assist
- 11.7 Road Weather Motorist Alert and Warning
- 11.8 Queue Warning
- 11.9 Reduced Speed Zone Warning / Lane Closure
- 11.10 Restricted Lane Warnings
- 11.11 Oversize Vehicle Warning
- 11.12 Pedestrian and Cyclist Safety
- 11.13 Intersection Safety Warning and Collision Avoidance
- 11.14 Cooperative Adaptive Cruise Control
- 11.15 Infrastructure Enhanced Cooperative Adaptive Cruise Control
- 11.16 Automated Vehicle Operations

#### 12. Weather

- 12.1 Weather Data Collection
- 12.2 Weather Information Processing and Distribution
- 12.3 Spot Weather Impact Warning

# ATTACHMENT E-2 SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM SPECIAL GRANT CONDITIONS

Signal Synchronization and Bus Speed Improvement projects cover a wide variety of traffic engineering measures that can be categorized into four tiers:

- TIER 1 Conventional Traffic Engineering such as coordinated traffic signal timing and functional intersection improvements
- TIER 2 Transit Preferential Treatment and Priority Systems such as traffic signal priority and bottleneck intersection improvements
- TIER 3 Computerized Traffic Control and Monitoring Systems such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
- TIER 4 Intelligent Transportation Systems (ITS) such as multi-agency system integration, advanced traveler information systems, changeable message signs, and CCTV distribution networks
- Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly.
  Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or
  the Arterial ITS Committee, to review, comment and participate on all aspects of the
  Project implementation to achieve multi-jurisdictional consensus, including, but not
  limited to, scope of work, consultant selection, PS&E, system design, bid documents and
  Project deliverables.
- 2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines.
- 3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
- 4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.

- 5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
- 6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

#### Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County (IEN)
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose
- c. populate ITS FIRST inventory tool with data upon completion of project

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in <a href="https://example.com/Attachment">Attachment B.</a>

# ATTACHMENT E-3 SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS SPECIAL GRANT CONDITIONS

- 1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
  - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
  - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
    - A list of the sustainable design elements which will be included in the Project.
    - 2. A summary description of mitigation measures committed through project environmental review.
    - 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
    - 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information: Paul Backstrom

BackstromP@metro.net (213) 922-2183



### City of South Gate

8650 CALIFORNIA AVENUE · SOUTH GATE, CA 90280 · TEL: (323) 357-9657 FAX: (323) 563-9572

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

## FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors authorized a grant to GRANTEE for the Tweedy Boulevard Signal Synchronization Project (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Mayor for the City of South Gate certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Maria Davila

Mayor

02/15/2018

Date

 GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption	
	1/23/18

2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost \$ 1,646,515	
\$ 1,317,212	\$ 329,303		

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Arturo Cervantes	Director of Public Works/City Engineer	10%
Clint Herrera	Assistant City Engineer	10%
Gladis Deras	Senior Engineer	70%
Victor H. Ferrer	Management Analyst	10%

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approva
1/23/18

(Submit Governing Authority Clerk stamped agenda/minutes)

### CITY OF SOUTH GATE REGULAR CITY COUNCIL MEETING MINUTES

### Tuesday, January 23, 2018

1/23/2018 - Minutes

### I. Call To Order/Roll Call With Invocation & Pledge

CALL TO ORDER Maria Davila, Mayor called a Regular City Council meeting to order at 6:50 p.m.

INVOCATION Father Eduardo Bresciani of Saint Margaret's Church

PLEDGE OF

ALLEGIANCE Virginia Johnson, Citizens Advisory Committee Member

ROLL CALL Carmen Avalos, City Clerk

### II. City Officials

PRESENT Mayor Maria Davila, Vice Mayor Maria Belen Bernal, Council Member Jorge Morales, Council Member Denise Diaz, and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul F. Salinas

**LATE** City Treasurer Gregory Martinez

### III. Meeting Compensation Disclosure

### IV. Public Hearings

### 1. Live Entertainment And Dancing Permits For The Hound Bar Located At 4626 Firestone Boulevard And Consideration Of Conditions

The City Council conducted a Public Hearing and approved staff's recommendations as amended by Council Member Morales and seconded by Mayor Davila.

**AMENDMENT:** Strike Item 2 - The permitted hours of operation for live entertainment (non-amplified acoustic bands and DJs) are as follows: a. Thursday: 4 p.m. to 10 p.m. b. Friday: 4 p.m. to 10 p.m. c. Saturday: 4 p.m. to 10 p.m. and Item 3 - Live entertainment is subject to approval by the City Council. Live entertainment shall be limited to non-amplified (acoustic) musical bands and disk jockeys (DJs). Musical bands shall be limited to no more than five members. All live entertainment shall be conducted exclusively inside the fully enclosed building on the subject property, extend the security guards hours of operation until close of business and add a six month report from Staff to City Council.

Mayor Davila opened the Public Hearing.

Joe Perez, Director of Community Development gave a brief overview of the item and staff's recommendations.

Linda Martinez is the new owner of 4626 Firestone Boulevard. She is bringing a new business to South Gate and believes that she has a lot to offer her community.

Virginia Johnson, 5751 McKinley Avenue stated that the staff report noted that our City Council would be visiting the owners other establishment in Huntington Park but since they don't have a live band or a DJ permit, I don't see how a comparison can be made except for cleanliness. Also why doesn't the other bar have a live music permit, why are they coming to South Gate to obtain a live band permit? Ms. Johnson believes that when this property was bought this permitting question should have entered the owners mind. All and all staff has done an excellent job presenting what the City Council presented and have been very through with their recommendations.

Academy Gym Owner at 4654 Firestone Boulevard spoke favorably and in support of the enhancements to the property. She was happy the location was being renovated, thereby enhancing the rest of the businesses in the area. She noted that the location had a bar since the late 50's and had always had music and dancing. She also believes South Gate needs to have a nice lounge.

Annabel, 8916 Annetta Avenue said that she opposes the Hound Bar. She did drive past the bar located in Huntington Park and found that is not near a residential area but near several other bars, which is probably why there are no complaints against the establishment. As cool, classy and artsy as this establishment claims to be at the end of the day it is still a bar.

Gil Bernal, lives near the bar and opposes the Hound Bar. He asked why if this bar has had several different owners why this is the first time we received a notice of a Public Hearing due to live entertainment.

Lidia, 8919 Annetta Avenue opposes the Hound Bar because of the type of people that bars attract.

Michelle Bernal, 8916 Annetta Avenue opposes the Hound Bar because of its nexus to a residential area causing lack of parking, sleep and excessive littering and loitering.

John Montalvo, 8950 Virginia Avenue circulated a petition to oppose live entertainment and dancing permit for the Hound Bar located at 4626 Firestone Boulevard. He presented this petition and pictures to the City

Council. He also requested that the decibels for the music be lowered on weekdays.

Mayor Davila closed the Public Hearing and stated that on Friday visited Novocane Bar in Huntington Park. She mentioned that in her observation of the facility it was a nice bar. It attracted many young people but it is not in or near a residential area. She supports staff's recommendations and has concerns with the parking issues for the area.

Council Member Diaz has been to The Novocane Bar in Huntington Park but believes that what it comes down to is fairness to both the business community and residents. She suggested maybe setting up a probation period where we could discuss and review again the activities at the bar. She also agrees with staff's recommendations with the addition of a 3-month probation period.

Vice Mayor Bernal discussed several locations in South Gate and will support staff's recommendations.

Council Member Morales stated that we need to support both the business community and the residents. He said that his house is near a bar also but the addition of the security guards at that bar helped manage the problems he was having. He suggested charging the hours of the security for the Hound Bar to 8:00 p.m. to 2:00 a.m. and also changing the area to preferential parking if both the business owner and residents are willing.

Council Member Rios also visited the Novocane Bar and mentioned that it is frequented by a younger crowd. South Gate does not have many businesses that appeal to them. He will also support staff's recommendations.

Council Member Morales asked for clarification on Live Music and DJ and what the hours will be.

Mr. Perez responded that both DJ and live bands are from 4:00 p.m. to 10:00 p.m. Only a jukebox is allowed until 2:00 a.m.

Mayor Davila asked the owner to come back to answer any specific questions that the Council has.

Council Member Morales asked if she would be willing to have extra security.

Ms. Martinez responded that if the requirements are set for live music from 4:00 p.m. to 10:00 p.m. live music is not needed and it can be removed as a condition.

Vice Mayor Bernal asked if Ms. Martinez would be willing to change her security officers to stay until the end of the night.

Ms. Martinez stated that it was absolutely doable.

Council Member Rios stated that when he was at the Novocane Bar he noticed that the back door was open and asked if she would be willing to keep it closed in the South Gate location.

Ms. Martinez responded that out of respect for her neighbors in South Gate, she would keep the doors closed.

City Attorney Salinas offered a recommended approach. The City Council has conducted a Public Hearing for second opportunity for the members of the public to provide input. The City Council has staff's recommendations. As I have tracked the recommendations on the Council level there are two additional conditions. I believe we have at least a consensus on the City Council. It appears that interpreting Councils comments, they support the staff's recommendation with two modifications. One is to require the security guards to remain until it closes, and the other was to bring the matter back to the Council either at a 3-month period or 6-month period. The City Attorney's recommendation is in support of staff's recommendation that the Council move to adopt the recommendation with changes to those two items and then direct staff to move forward with that in a form that is acceptable with the City Attorney. If it turns out that the applicant refuses those conditions, well then we have had our public

hearing, Council has made their decisions and it will either rest or not. Then we have another option which is to send this item back to staff to get greater clarification about whether this is going to be a good fit with the applicant. If Council does that, it can make change out of fairness to the community and the public you should set this for yet another City Council meeting, give notice to the residents and invite them back so they are aware of the latest modification to the Conditional Use Permit will be.

Council Member Morales stated Ms. Martinez is agreeing to security cameras, security guards, not opening doors among other things but the main part that she wants is the Live Entertainment Permit/dancehall and this is what Ms. Martinez is asking to be removed as she is not agreeing with what is being recommended.

City Attorney Salinas stated that this really isn't the right forum to negotiate that or not.

Director Perez stated that one other consideration is that you are really considering two permits. One permit is for live entertainment. The other one is for dancing. One possibility perhaps could be to allow the conditions of approval to apply to the dancing permit and not approving a live entertainment permit.

Council Member Morales motioned to approve staff recommendations striking items 2 and 3, extending the security guard's hours of operation until the business closes, and too add a six-month report back to City Council and seconded by Mayor Davila.

### V. Comments From The Audience

Ana Medina, 9329 San Gabriel Avenue wanted to thank the Police Department staff for their handling of a personal matter with her family.

Field Representative for Assembly Member Anthony Rendon thanked the City Council for making the proper accommodations to allow us to host a Citizenship Application Workshop and invited everyone to attend Coffee with Anthony Rendon.

John Montalvo, 9815 Virginia Avenue requested that the Mayor be respectful of his time and also spoke about the Lower LA River meetings.

Virginia Johnson, 5751 McKinley Avenue stated that she prefers the cricket over the system of the past and is not in favor of the timer.

Nick Godoy, 8611San Gabriel Avenue is concerned about issues at the azalea, In-N-Out, Sam's Club and the entrance to the 710-Freeway.

### VI. Reports And Comments From City Officials

Paul Adams, Director of Parks and Recreation announced that we are starting some new programs at the Golf Course. This Saturday we have a kick-off event for our Frisbee Golf program and on February 21st we will start our night golf program.

Joe Perez, Director of Community Development spoke about the upcoming Citizen's Advisory Committee and Homeless Count.

Mike Flad, City Manager stated that several of the Department Heads will be participating in the Homeless Count including Joe Perez, Art Cervantes, Randy Davis and himself. Mr. Flad also thanked Greg Martinez, City Treasurer for all the work and effort he puts into the

homeless count.

Raul Salinas, City Attorney stated that one of the speakers made reference to a conflict of interest and Brown Act Violation. It is unfortunate that the speaker is no longer here because I would have asked him to submit anything he has in writing and we would have certainly looked into the matter. He has been here over the last fourteen years we have never been accused of any Brown Act Violation. On this conflict of interest issue it was never identified or summarily and there are several ways to bring the issue to either the City, the City Attorney's Office, or State Agency that has jurisdiction over these matters.

Greg Martinez, City Treasurer invited everyone to participate in the Homeless Count.

Council Member Diaz stated that along with Council Member Rios she attended the League's Conference for new Council Members, Vector Control Meeting and the League's Environmental Control Meeting.

Council Member Morales spoke on the Contract's Cities Legislative Tour. He will also be attending the Independent Cities Association Conference this weekend and he will be hosting a retreat on Sunday to go over their priorities for the year.

Council Member Rios stated that the Rotary and the Chamber will be having a lunch tomorrow with the Port of Los Angeles to go over what is happening at the port. Supervisor Solis and the heads of Public and Mental Health to listen and discuss how the Southeast area is lacking in services.

Vice Mayor Bernal attended HUB Cities and thanked staff for their hard work.

Council Member Morales forgot to mention that the San Gabriel Rivers and Mountains Conservatory approved fifty million dollars to go towards a grant program for the lower Los Angeles Rivers and from the Board of the Lower Los Angeles Rivers South Gate is being highlighted in most of the proposals coming out.

Mayor Davila congratulated all the employees that were recognized at the Employee Recognition Dinner and Ramona Trejo for being the Life Time Achievement recipient.

Carmen Avalos, City Clerk requested that we also adjourn tonight's meeting in memory of Victor Otanez, a long-time resident that passed away about a week ago from cancer. She will also be attending a meeting at the County Register Recorders Office regarding possible Election Bills.

### VII. Consent Calendar Items

Agenda Items 3, 4, 7, 8, and 9 were unanimously approved by motion of Mayor Davila and seconded by Council Member Rios. Items 2 and 5 were removed for separate discussion and Item 6 was removed from the agenda.

2. Resolution Approving Application For The Urban Orchard Project
The City Council unanimously adopted Resolution No. 7796 entitled – Resolution of the
City Council of the City of South Gate approving the application to the California
Department of Parks and Recreation for Land and Water Conservation Funds for the
Urban Orchard Project in the amount of \$3,000,000, by motion of Mayor Davila and
seconded by Vice Mayor Bernal.

### 3. Funding Agreement With Metro For The Tweedy Boulevard Traffic Signal Synchronization Project

The City Council unanimously approved items A, B, C, D, E, and F during consideration of the Consent Calendar.

- a. Approved a Funding Agreement (Contract No. 3408) with the Los Angeles County Metropolitan Transportation Authority (Metro) to accept \$1,317,212 in Proposition C 25% Funds (2013 Call for Project) for the Tweedy Boulevard Traffic Signal Synchronization Project, City Project No. 514-TRF;
- b. Amended the Capital Improvement Program to include the Tweedy Boulevard Traffic Signal Synchronization Project;
- c. Appropriated \$1,317,212 in Proposition C 25% Funds to the Tweedy Boulevard Traffic Signal Synchronization Project, Account No. 311-790-39-9471;
- d. Appropriated \$500,000 in Proposition C Local Return Funds to the Tweedy Boulevard Traffic Signal Synchronization Project, Account No. 311 790-39-9471, to meet the City's local match requirements and install additional traffic and pedestrian safety improvements;
- e. Approved Metro's Project Readiness Certification Form; and
- f. Authorized the Mayor to execute the Funding Agreement in a form acceptable to the City Attorney.

### 4. Funding Agreement With Metro For The Construction Of The I-710 Soundwall Project

The City Council unanimously approved items A, B and C during consideration of the Consent Calendar.

- a. Approved a Funding Agreement (Contract No. 3409) with the Los Angeles County Metropolitan Transportation Authority to accept \$8,900,000 in Measure R Funds for the construction of the I-710 Soundwall Project, City Project No. 547 ST;
- b. Appropriated \$300,000 in Metro Measure R Funds to the I-710 Soundwall Project, Account No. 311-790-31-9571; and
- c. Authorized the Mayor to execute the Funding Agreement in a form acceptable to the City Attorney.

### 5. Agreement With Parkwood Landscape Maintenance, Inc., For Landscape Maintenance Services

The City Council unanimously approved items A, B, and C by motion of Mayor Davila and seconded by Council Member Rios.

- a. Approved an Agreement (Contract No. 3410) with Parkwood Landscape Maintenance, Inc., for landscape maintenance services for a three-year term for a not-to-exceed amount of \$806,082;
- b. Appropriated \$30,915 to account no. 251-714-25-6101 from the unassigned Street Lighting and Landscaping fund balance; and

- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.
- 6. Master License Agreement With Crown Castle NG West, LLC, To Install, Maintain And Operate Small Cell Antennas On City-Owned Poles The City Council considered:
- a. Approving a Master License Agreement with Crown Castle NG West, LLC, to install, maintain and operate small cell antennas on City-owned poles in the public right-ofway;
- b. Authorizing the Mayor to execute the Master License Agreement in a form acceptable to the City Attorney;
- c. Authorizing the City Manager and/or his designee to issue individual Pole Licenses under the Master License Agreement for City-owned poles in the public right-of-way; and
- d. Directing the Director of Administrative Services to deposit the revenue into the General Fund.

This item was removed from the Agenda.

- 7. LAUSD's Request For Waiver Of Fees For South Gate High School And South Gate Middle School Student Banners On Firestone Boulevard The City Council unanimously approved items A, B, and C during consideration of the Consent Calendar.
- a. Received and filed a proposal from the Los Angeles Unified School District (LAUSD) to install 20 banners on Firestone Boulevard between Otis Street and State Street, for the purposes of promoting student achievements at South Gate High School and South Gate Middle School;
- b. Approved LAUSD's request to waive Public Works Encroachment Permit Fees for the installation of 20 banners, in the amount of \$3,060; and
- c. Approved LAUSD's request to waive Banner Permit Fees for the installation of 20 banners, in the amount of \$3,500.
- 8. Addendum To The South Gate Girls Club House Feasibility Study Report To Include Additional Concept Designs

The City Council unanimously approved items A and B during consideration of the Consent Calendar.

- a. Received and filed Addendum to the South Gate Girls Club House Feasibility Study Report (Addendum) containing additional concept designs; and
- b. Directed staff to include the Addendum as part of the 2008 Parks & Recreation Master Plan Ten Year Update Financial Plan.
- 9. Minutes

The City Council unanimously approved items A, B, and C during consideration of the Consent Calendar.

- a. Approved the Special and Regular Meeting minutes of November 28, 2017 and December 12, 2017; and
- b. Approved the Special Meeting minutes of November 14, 2017 and December 5, 2017; and
- c. Approved the Special Joint City Council and Planning Commission Meeting minutes of November 14, 2017.

### **EXCUSED FROM**

ITEM 10 At this time, Council Member Morales was excused from participating on item10 and departed from the Council Chambers.

### VIII. Reports, Recommendations And Requests

10. Community Development Block Grant Program Sub-Recipient Agreement With The Southern California Gas Company

The City Council approved items A and B by motion of Mayor Davila and seconded by Vice Mayor Bernal.

- a. Approved the Community Development Block Grant Program Subrecipient Agreement (Contract No. 3411) for Fiscal Year 2017/18 with the Southern California Gas Company; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

City Attorney Salinas stated that his firm also represents California Gas and had this matter was sent out to another law firm. The agreement the portion noted as "approved as to form line" is signed by a lawyer unrelated to his law firm. On the motion he did not catch the part that says in a form acceptable to the City Attorney and should be slightly modified to read in a form acceptable to the Special Council assigned to this matter.

ROLL CALL: Mayor Davila, yes; Vice Mayor Bernal, yes; Council Member Diaz, yes; Council Member Rios, yes; Council Member Morales, absent.

REJOINED MEETING City Council Member Morales rejoined the Council prior to the discussion of item 11.

### 11. South Gate Safe Routes To School Plan

The City Council unanimously received and filed the Safe Routes to School Plan thereby authorizing its use as the planning document to encourage students walking and biking to school by motion of Mayor Davila and seconded by Council Member Morales.

12. South Gate Police Department Services And Staffing Levels Report
The City Council unanimously received and filed the South Gate Police Department
services and staffing levels report by motion of Mayor Davila and seconded by Vice

Mayor Bernal.

#### 13. Warrants And Cancellations

The City Council unanimously approved the Warrants and Cancellations for January 23, 2018 by motion of Vice Mayor Bernal and seconded by Mayor Davila.

Total of Checks: \$1,585,086.55

Voids \$ (1,477.00)

Total of Payroll Deductions: \$ (333,151.69)

Grand Total: \$1,250,457.86

Cancellations: 73579, 74056

### IX. Adjournment

Mayor Davila adjourned the meeting at 10:25 p.m. in memory of Harry L. Paul, long-time resident and Sergeant of Arm and Victor Otanez, long-time resident and seconded by Vice Mayor Bernal.

PASSED and APPROVED this 27th day of February, 2018.

For a signed copy of the minutes for this meeting please contact the City Clerk's Office:
8650 California Avenue, South Gate, California 90280
(323) 563-9510 \* fax (323) 563-5411 \* www.cityofsouthgate.org

Item No. 11

### CITY MANAGER'S OFFICE

MAR 16 2022 9.42 AV

## City of South Gate

### AGENDA BILL

For the Regular Meeting of: March 22, 2022
Originating Department: City Manager's Office

Police Lieutenant:	ENTS	Interim City Manager:	$\mathbb{C}^{\mathcal{A}}$
	Evelyn Garcia		Chris Jeffers

### SUBJECT: AGREEMENT WITH ALTAMED FOR A THREE-YEAR MOBILE HEALTH CLINIC CAMPAIGN

**PURPOSE:** To present a proposal from AltaMed seeking \$300,000 from the City of South Gate over a three-year period for a mobile clinic campaign.

### **RECOMMENDED ACTION:** The City Council will consider:

- a. Approving a Professional Services Agreement with AltaMed for a Three-Year Mobile Health Clinic Campaign; and
- b. Authorizing the Interim City Manager to execute the agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** No impact to the General Fund. City Council appropriated \$100,000 in American Rescue Plan Act ("ARPA") funds annually for a three-year period addressing public health needs resulting from the COVID-19 pandemic in October 2021. The City of South Gate has been allocated an estimated \$34.5 million from the ARPA, \$300,000 of which will be used to fund this three-year mobile clinic campaign.

**ANALYSIS:** Health care services are not easily accessible in our community which may be due to several reasons including, but not limited to, transportation, language and cultural barriers, fear of the health care system due to lack of information, and or lack of health insurance. As a result of reduced health care service, disadvantage communities found themselves more vulnerable to the impacts of COVID-19. As of February 27, 2022, Los Angeles County Public Health Department reports 37,794 positive cases in the City and over 300 deaths during the pandemic. The City incurred one of the highest COVID-19 mortality rates in Los Angeles County.

Centers for Disease Control and Prevention ("CDC") has reported that individuals with underlying medical issues such as heart disease; diabetes; respiratory conditions; and various disabilities, are more likely to become infected, develop severe conditions and unfortunately succumb to COVID-19. Studies continue to show that economically disadvantaged communities along with communities of color have a higher likelihood of underlying medical issues.

The goal of this project is to provide early testing services, encourage wellness efforts and assist individuals with accessing enrollment to Covered California insurance opportunities.

AltaMed has proven to be a trusted health care provider for over 50 years and is particularly positioned to help reach out to underserved communities. Partnering with AltaMed ensures critical health education, screenings, and dental services will be provided on a consistent monthly basis through their mobile clinics.

AltaMed's mobile clinics offer distinct characteristics that aid in removing existing barriers between City residents and good quality health care. The informality, ease, and more accessible setting a mobile clinic offers is less intimidating than a fixed, institutional healthcare facility. In addition, AltaMed's mobile clinics are led by linguistically and culturally competent staff to adequately help patients, all free of charge to the community.

The mobile wellness unit will provide biometric screenings and other services such as:

- Glucose and cholesterol testing
- Blood pressure checks
- Body Mass Index (BMI)
- Flu shots
- Health education
- Referral or linkage to other internal and external services

AltaMed will schedule 24 mobile clinic visits in the City each year; servicing South Gate residents twice a month. The mobile clinics will be strategically placed in the City to allow all residents convenient access. In addition, 4 of the 24 scheduled visits will be at locations accessible to homeless population areas to provide health services to people experiencing homelessness.

In addition, AltaMed's Oral Health Unit will provide dental services through their Dental Services School Outreach Unit and will focus on two schools, Southeast Middle School, and South Gate High School; servicing students ages 10-18. Dental services will include:

- Comprehensive oral exams: assessment, radiographs, diagnosis
- Preventative: prophylaxis polish, fluoride varnish, sealants
- Minor restorative services: interim therapeutic restorations
- Oral health education, nutritional counseling, self-management
- Referral or linkage to other internal and external services

AltaMed will schedule at least 9 visits at each school each year for a total minimum of 18 visits.

By providing consistent and easily accessible health screening services to the community, early risk factors of certain diseases can be identified and addressed. Early glucose, cholesterol, and blood pressure screenings can combat chronic conditions such as obesity, heart diseases, and Type 2 diabetes that can be fatal if not addressed. Increased health screenings and dental services ultimately improve the health of those in our community. Through this initiative, AltaMed objectively estimates serving over 1,800 patients yearly and over 1,500 dental patients yearly.

The projected total annual cost for the mobile clinic is \$693,199 with AltaMed covering \$593,199 and the City covering the remaining \$100,000 with ARPA approved funding. The breakdown of the costs is illustrated in the table below:

Item	Description	Total Annual Cost *1 year cost	Annual Request City of South Gate	
Personnel	RN, LVN, Medical Assistant, Patient Services Advocate, Health Education Staff, Director of Health Education & Wellness, Community Outreach Mgr, Driver, DDS, Dental Assistant, Patient Services Assistant	\$382,440	\$70,000	
Medical Supplies  PPE (face masks, face shields, hand sanitizer), Medical Supple (gloves, biohazard, band aid), Syringes & Flu Vaccines, Glucose Testing, A1C Testing A1C Quality Control Test Kit.		\$159,101	\$30,000	
Outreach Materials Educational & Marketing Materials		\$11,850		
Mobile Unit Operational Expenses	Insurance, Gasoline, Propane, Maintenance	\$6,000		
Office Supplies/Equipment	Laptops, Tablets, Hot Spots, Software, Pens, Water, Snacks	\$4,500		
Grants Manager		\$9,000		
	Sub Total	\$572,891	\$100,000	
	Indirect Costs @ 21%	\$120,307		
	Total	\$693,199	\$100,000	

**BACKGROUND:** Established in 1969, AltaMed strives to eliminate disparities in health care access and outcomes by providing superior quality health and human services through an integrated delivery system for Latino, multi-ethnic and often-overlooked communities in Southern California. AltaMed's mission and vision are carried through its core values: patients always come first; employees are their most valuable asset; encourage process excellence and innovation for quality outcomes; promote wellness and advocate for strong and healthy communities; integrity,

honesty, and respect in all endeavors; and lastly, commitment to teamwork. AltaMed believes that good health does not start and end at the doctor's office. Access to convenient, culturally sensitive care is essential, but it takes so much more to help our communities grow healthy. It takes equitable access to schools, good jobs, healthy foods, and essential services. Promoting this change takes a community which is why AltaMed is committed to educating, engaging, and mobilizing their members, staff, partners, and leaders.

AltaMed is an all-around health provider and also has an array of different wellness and community programs. Its services include:

- 1. Primary care which focuses on routine and preventative care.
- 2. Urgent care
- 3. Women's health which includes routine and cancer screenings, prenatal health, and family planning.
- 4. Pediatrics
- 5. Dental services
- 6. Senior services
- 7. PACE (Program of All-inclusive Care for the Elderly), provides care coordination, transportation, social services, meals, activities, pharmacy, home care, and physical and occupational therapy.
- 8. HIV services providing testing, prevention, and care (mobile service as well).
- 9. Behavioral health services
- 10. Youth services which provides case management and support services to help pregnant and parenting teens achieve their higher educational goals while building healthy families.

In 1997 AltaMed attained its very first mobile clinic, successfully providing their services to those who had transportation challenges. Its mobile wellness unit provided glucose, cholesterol, and blood pressure screening, as well as health education and information. But most importantly, the mobile clinic provided the initial step in linking prospective patients to their new medical home to adequately receive the care they needed.

ATTACHMENT: Proposed Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES FOR MOBILE HEALTH CLINIC SERVICES BETWEEN THE CITY OF SOUTH GATE AND ALTAMED HEALTH SERVICES CORPORATION

This Agreement for Professional Services for Mobile Health Clinic Services ("Agreement") is made and entered into on March 22<sup>nd</sup>, 2022, by and between the City of South Gate, a municipal corporation ("City"), and AltaMed Health Services Corporation, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

### RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to mobile clinics for health screenings and mobile dental clinics providing dental services;

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES. City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES. The total amount of compensation for this Agreement shall not exceed the sum of \$100,000.00 per annum and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement, on a quarterly basis in advance commencing May1st, 2022. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by THE CITY MANAGER or his/her designee.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
  - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30)

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 2 of 10

days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- 3. TERM OF AGREEMENT. This Agreement is effective as of May 1<sup>st</sup>, 2022, and will remain in effect for a period of three years from said date or until project completion, whichever is earlier, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
- 4. CITY AGENT. The CITY MANAGER ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
- 5. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
  - 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

### 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

#### 6.2 Termination for Cause.

6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 3 of 10

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- 6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

#### 6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 4 of 10

employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.
- 6.5 Insurance. Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
  - 6.5.1 Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.
  - 6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:
    - a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
    - b. Name and list as additional insured the City, its officers and employees.
    - c. Specify its acts as primary insurance.
    - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 5 of 10

thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- 6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.
- 6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.
  - 6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
  - 6.8.2 Indemnification of CalPERS Determination In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
  - 6.8.3 Business License Required. According to Title 2.08.40 of the South Gate

### Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION

Page 6 of 10

Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

#### 6.9 Consultant's Personnel.

- 6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
- 6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

### 6.11 Legal Construction.

- 6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.
- 6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- **6.11.3.** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- **6.11.4.** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- **6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.
- 6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.
- 6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or

### Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION

Page 8 of 10

breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

### TO CITY:

City of South Gate Chris Jeffers, Interim City Manager Evelyn Garcia, Police Lieutenant 8650 California Avenue South Gate, CA 90280

Email: cjeffers@sogate.org Email: egarcia@sogate.org

TEL: (323) 563-9503

#### WITH COURTESY COPY TO:

City Clerk's Office Carmen Avalos, City Clerk 8650 California Ave South Gate, CA 90280

Email: cavalos@sogate.org TEL: (323)563-9510

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 9 of 10

TO CONSULTANT:
Joel Lara, Senior Development Officer
Ben Wirick, Vice President, Development
AltaMed Health Services
2040 Camfield Ave
Commerce, CA 90040
Jlara@altamed.org
(323) 725-8751

- **6.22** Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- **6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

[Remainder of page left blank intentionally.]

## Agreement for Professional Services ALTAMED HEALTH SERVICES CORPORATION Page 10 of 10

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

	CITY OF SOUTH GATE:
	By: Chris Jeffers, Interim City Manager
	Dated:
ATTEST:	
By:Carmen Avalos, City Clerk (SEAL)	-
APPROVED AS TO FORM:	
By: Raul F. Salinas, City Attorney	
	ALTAMED HEALTH SERVICES:
	By: Castulo de la Rocha, President & CEO
	Dated: 3/3/22

MAR 16 2022 10:15 am

## City of South Gate

## AGENDA BILL

For the Regular Meeting of: March 22, 2022
Originating Department: Community Development

Department Directors Wille	_Interim City Manager: _	
Meredith T. Elguira	T.	Chris Jeffers

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 3407 WITH AVANT-GARDE, INC., TO PROVIDE ADMINISTRATIVE SERVICES FOR THE CDBG/HOME PROGRAM

**PURPOSE:** The City has used a consulting firm to help administer the Community Development Block Grant (CDBG) / HOME Investment Partnership (HOME) Programs for many years. This agreement will help the City continue the proper administration of these grant funds and will amend the Professional Services Agreement with Avant-Garde, Inc., to provide as needed administrative services for the HOME and CDBG funded programs administered through the Department of Housing and Urban Development (HUD) while the Community Development Department fills its numerous vacant positions.

### **RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving Amendment No. 4 to Contract No. 3407 with Avant-Garde, Inc., for as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$173,600;
- b. Appropriating \$37,000 from the unassigned CDBG-CV administrative funds in account number 243-601-43-6101 (Professional Services); and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$68,300, were included in the FY 2021/22 CDBG-CV/CDBG/HOME budgets for this contract; however, due to numerous staffing shortages, the City has needed the services of Avant-Garde more than anticipated. Therefore, if Council approves this contract amendment, \$37,000 will need to be appropriated from the CDBG-CV to fund the unbudgeted amount for the Amendment No. 4. Cost savings from the current vacancies will cover the remaining balance of \$136,600. Avant Garde will work on an as needed basis and this amended contract does not obligate the City to spend the total contract amount if Avant Garde's services are no longer needed.

**ANALYSIS:** The Housing Division is currently short staffed due to the departure of key employees. The City is currently working to distribute, document, and close out grant programs which had more than three times the usual funding. The continuation of the consulting services

currently provided by Avant-Garde is critical. The Department is actively working to fill vacant positions, which will eventually lead to a reduction in the services needed from this firm.

Due to the uncertainty in future CDBG/HOME funding allocations and the recent changes in Community Development staff, City Staff is proposing an amendment to our one-year Agreement with Avant-Garde. This Agreement would allow the City maximum flexibility.

Avant-Garde is committed to working with the City on an as-needed basis. Avant-Garde has established a projected budget based on the current needs of the City and the time remaining on the existing contract. Amendment No. 4 with Avant-Garde will all for the program objectives to be met and for training in-house and/or of new staff as needed. Based upon the City's proposed scope of work, parties of the agreement have agreed to a "not to exceed amount" of \$173,600 for Amendment No. 4. This Amendment is paid for through the Administrative allocations provided through CDBG-CV and cost savings from vacant positions in the Housing Division.

**BACKGROUND:** Each year the City receives approximately \$1.4 million in CDBG funds and \$600,000 in HOME funds. These funds help pay for important City services such as graffiti removal, and various facility improvements. It also provides funding for home improvement loans and business rehabilitation projects. The City also received additional funds in CDBG Coronavirus (CDBG-CV) funds through the CARES Act in response to the Coronavirus (COVID-19) to fund additional social services and economic development projects for FY 2019/20, FY 2020/21, and FY 2021/22 in response to the virus. Retaining a well-qualified and experienced consultant is crucial for the success of these programs. This agreement will ensure that the City has the expertise it needs to maximize these programs until vacant positions are filled. The department is prioritizing filling positions in the Housing Division, especially the Housing Administrator's position, and expects to have people in place in the first quarter of Fiscal Year 2022-2023.

On January 9, 2018, the City Council approved Contract No. 3407, with Avant-Garde in the amount of \$195,000 (\$65,000 per year for three years) to provide administrative services for the CDBG/ HOME Program between February 2, 2018 and December 12, 2020. On April 28, 2020, the City Council approved Amendment No. 1 to Contract No. 3407, with Avant-Garde in the amount of \$110,000 to provide administrative services for the CDBG/ HOME Program between February 2, 2018 and December 12, 2020. On November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705).

On May 25, 2021, the City Council approved Amendment No. 3 to Contract No. 3407, with Avant-Garde in the amount of \$149,705 to provide administrative services for the CDBG/HOME/CDBG-CV Program through November 24, 2022. Amendment No. 3 was made to provide staff augmentation due to vacancies in the department for a period of seven (7) months.

On October 8, 2020, the City issued a Request for Proposals for Community Development Block Grant and HOME consulting services. The RFP was sent to 10 firms in which only one firm submitted a bid, Avant-Garde. The City has used Avant-Garde, Inc., consulting firm to help

administer CDBG/HOME Investment Partnership Programs for the past four years. This is standard practice for "entitlement" cities such as South Gate to ensure compliance with the complex and voluminous regulations governing these federal programs. This agreement will help the City continue the proper administration of these grant funds.

The proposed Amendment No. 4 in an amount not to exceed \$173,600 will allow Avant-Garde to continue providing program monitoring and funding compliance services for the HOME, CDBG, and CDBG-CV Projects. Scope of work to be performed will be in accordance with the scope identified in the original agreement and proposal which includes:

- Evaluation of the City's HUD programs and funding
- Coordination with HUD
- Fiscal reporting
- Program Monitoring
- Public Services Grant Processing
- Labor Compliance and Section 8 monitoring
- Administration of new CDBG-CV Funds allocated to the City
- Interim Housing Management Services
- Assistance in the administration of the Emergency Rental Assistance Program
- Assistance in the administration of the Small Business Grant Program
- Administration of the Commercial Façade Program

It is recommended that an additional \$37,000 be appropriated for Avant-Garde's continued services to be used to provide continued administrative and funding compliance services. The total amount of Contract No. 3407, Amendment No. 1, No. 2, No. 3, and No. 4 will not exceed \$778,010 over the five-year term. Proposed Amendment No. 4 is on an as needed basis and the City is in no way locked in with the length of the contract.

### **ATTACHMENTS:**

A. Proposed Amendment No. 4 to Contract No. 3407

B. Amendment No. 3 to Contract No. 3407

C. Amendment No. 2 to Contract No. 3407

D. Amendment No. 1 to Contract No. 3407

E. Contract No. 3407

# AMENDMENT NO. 4 TO CONTRACT NO. 3407 FOR AS NEEDED ADMINISTRATIVE SERVICES FOR THE CDBG AND HOMEPROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.

This Amendment No. 4 to Contract No. 3407 for As Needed Administrative Services for the Community Development Block Grant and HOME Investment Partnership Programs ("Amendment No. 4") is made and entered into on March 22, 2022, and retroactively effective January 1, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as "Party" and collectively referred to a "Parties".

#### **RECITALS**

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000"), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000);

WHEREAS, on November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term an additional year, under the term and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty-Four Thousand, Seven Hundred Five Dollars (\$454,705);

WHEREAS, on May 25, 2021, the City Council approved Amendment No. 3, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2022, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term an additional year, under the term and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 to a sum of Six Hundred Four Thousand Four Hundred Ten Dollars (\$604,410); and

WHEREAS, City and Consultant desire to execute Amendment No. 4 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 4, to include additional as needed Administrative Services for the CDBG and HOME Programs through and including the current term on November 24, 2022, in an amount not to exceed \$173,600, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to a sum of Seven Hundred Seventy-Eight Thousand Ten Dollars (\$778,010).

### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. MODIFICATION TO AGREEMENT.
  - **1.0 SCOPE OF WORK.** Consultant agrees to expand its services and perform the tasks identified in Exhibit "A." The Scope of Work may be amended from time to time by way of a written directive from City.
  - 2.0 COMPENSATION. The amount of compensation paid by City to Consultant for additional work identified in Exhibit "A" shall not exceed **One Hundred Seventy-Three Thousand Six Hundred Dollars (\$173,600).** The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 equals to the sum of Seven Hundred Seventy-Eight Thousand Four Ten Dollars (\$778,010). No additional compensation shall be paid for any other expenses incurred.
- **2. EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

	CITY OF SOUTH GATE
	By:Al Rios, Mayor
	Dated:
ATTESTED:	
By: Carmen Avalos, City Clerk (SEAL)	
APPROVED AS TO FORM:	
By: Raul J. Salinas (D2) Raul F. Salinas, City Attorney	
	AVANT-GARDE, INC.:
	By:Ana Marie LeNoue, President
	Dated:

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and Avant Garde, Inc., a California corporation ("Consultant").

#### RECITALS

WHEREAS, City desires to engage Consultant to provide document conversion services, as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to this Agreement are:

- A. City: City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Avant Garde, Inc., 3670 W. Temple Avenue, Suite 278, Pamona, CA 91768.
- Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

A. The principal representative of the City shall be:

Joe Perez,
Director of Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9566
jperez@sogate.org

B. The principal representative of the Consultant shall be:

Ana Marie LeNoue, President Avant Garde, Inc. 3670 W. Temple Avenue, Suite 278 Pomona, CA 91768 (909) 979-6586

- C. All notices, demands, approvals or other communications (each a "Notice") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (1) sent by United States Mail certified or registered mail, postage prepaid, return receipt requested (each "Mail"), (2) delivered by overnight courier, or (3) delivered personally. Any Notice shall be sent, or delivered, as the case may be, to the City or Consultant at the appropriate address set forth above, or to such other place as the City or Consultant may from time to time designate in a Notice to the other. Any Notice will be deemed given (i) on the date of receipt noted on the return receipt if sent by Mail or the date delivery is refused, or (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) business days of said change.

### Description of Services.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as <a href="Exhibit "A"</a> and by this reference made a part hereof. Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in <a href="Exhibit "A"</a>. The Director of Community Development, or the Director of Community Development's designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Community Development.

#### 4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in **Exhibit** "A".

### 5. <u>Independent Contractor</u>.

- A. Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.
- B. Consultant is responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed or contractors retained by Consultant shall not acquire any rights or status regarding the City. City shall not withhold Social Security and Medicare taxes from any payments made to Consultant hereunder nor shall the City make any such payments on Consultant's behalf. City shall not make state or federal unemployment contributions on Consultant's behalf or withhold state or federal income tax from Consultant's payments hereunder. Consultant shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Consultant will also pay all unemployment contributions for its employees related to the performance of

services under this Agreement. Neither Consultant nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Consultant shall complete and submit to City an IRS Form W-9 and acknowledges that City will issue to Consultant an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Consultant agrees to indemnify and hold City harmless from and against any and all liability arising from any failure of Consultant to pay any income or other tax when due on account of the compensation paid to Consultant by City hereunder (and Consultant's obligation to indemnify the City under this section shall survive the expiration or sooner termination of this Agreement).

#### 6. Consultant's Personnel.

- A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- D. Consultant shall indemnify and hold harmless City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

### 7. Compensation.

A. The total compensation to be paid by City to Consultant for the services described in <a href="Exhibit" A" shall be as submitted in the proposal for an amount not to exceed \$65,000</a>. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in <a href="Exhibit" A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Community Development and City Council within forty-five (45) days from date of receipt by Director of Community Development. Invoices shall be submitted promptly upon completion of each phase of work.

B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time and mileage between the Consultant's office and the meeting location shall not be billable.

### 8. <u>Indemnity and Insurance</u>.

· . ...

- A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.
- B. (1) Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.
  - (a) Workers' Compensation and Employer's Liability
  - Workers' Compensation-coverage as required by law.
  - Employer's Liability-limits of at least \$1,000,000 per occurrence.
  - (b) <u>Commercial General Liability</u>
  - Combined Single Limit-\$1,000,000.

    The automobile and commercial general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.
  - (2) Policies providing for bodily injury and property damage coverage shall contain the following:
    - (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
    - (b) "Severability of Interest" clause.

- (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.
- (3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.
- (4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.
- Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

### 9. <u>Termination for Convenience</u>.

City may terminate this Agreement at any time without cause by giving fifteen (15) days' written notice to Consultant of such termination and specifying the effective date thereof. Upon receipt of the Notice given by City, Consultant shall acknowledge receipt to City in writing and immediately cease all services in a reasonable and orderly manner; provided, however, that any services performed after effective date of the termination notice that is reasonably necessary to terminate the services in an orderly manner must be specifically authorized in writing by the Director of Community Development. In that event, all finished and unfinished documents and other materials produced by Consultant in connection with the performance of the services shall, at the option of City, become the property of City. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

### 10. <u>Termination for Cause</u>.

- A. City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
  - If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
  - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these

circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

# 11. Non-Discrimination and Equal Employment Opportunity.

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, ancestry, or national origin. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, marital status, age, disability, ancestry, or national origin. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Community Development Department.

## 12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift
- C. Consultant has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.
- E. None of the proposed logos or tag lines shall be the intellectual property of any third party.

## 13. Subcontracting, Delegation and Assignment.

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Community Development; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include the following:
  - (1) The amount involved, together with Consultant's analysis of such cost

or price.

- (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

#### 14. Ownership of Documents.

- A. No videos, photographs, images, reports, maps or other documents produced in whole or in part by Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. All reports. statements, drawings, plans, specifications, whether in digital form or otherwise, and intangible property created by Consultant in furtherance of the services, and any intellectual property rights in any of the foregoing, are and shall be property of City. Consultant acknowledges and agrees that the services and any deliverables in connection therewith shall be "work(s) made for hire" to the fullest extent permitted by law. To the extent that any services or deliverables may not be considered a "work made for hire," Consultant hereby assigns, transfers, and conveys, and agrees to assign, transfer, and convey, to City all right, title and interest, including all copyright, patent, trade secret, mask work and trademark rights, throughout the world, in and to all such services or deliverables as they come into existence. Consultant may use files, videos, photographs and images created from the services for demo and portfolio purposes only.
- B. Consultant shall make available to City during normal business hours and as City deems necessary for audit and copying all of Consultant's books, records and documents with respect to all matters covered by this Agreement.

#### 15. Entire Agreement and Amendments.

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement

knowingly and voluntarily.

### 16. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement, shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event the parties cannot reach agreement, any disputes will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) with the venue for such arbitration to be held in Los Angeles County. Any judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.
- B. If either party hereto incurs any legal fees, whether or not an action is instituted, to enforce the terms of this Agreement, or to recover damages or injunctive relief for breach of this Agreement, the parties agree the successful or prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and other costs in addition to any other relief to which the successful or prevailing party may be entitled.

### 17. <u>Severability</u>

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

#### 18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated May 31, 2017

#### 19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

#### 20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement, and shall terminate on December 12, 2020 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

## **SIGNATURE PAGE**

## AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF SOUTH GATE AND AVANT GARDE, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested

by their respective officers thereunto duly author	ized.
	"CITY" CITY OF SOUTH GATE
	By: Maria Davila, Mayor
	Dated:OI   23   2018
Carmen Avalos, City Clerk	
APPROVED AS TO FORM:  aul F. Salinas, City Attorney	
	"CONSULTANT"
	AVANT GARDE, INC.
	By Saul Sobry
	Ana Marie LeNoue
	President

Dated: 02.02.18

# EXHIBIT "A" Proposal dated May 31, 2017



# AVANT GARDE

# City of South Gate

General Grant Coordination and Management for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs

May 31, 2017

www.agi.com.co



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#### SECTION 1.

#### FIRM QUALIFICATIONS

AVANT-GARDE was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation and is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Our team of twelve has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in your City and several municipalities, including the Cities of Montebello, Bellflower, Temple City, Moreno Valley, Pasadena, Industry, La Mirada, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, El Monte, Rosemead, San Gabriel, La Puente, Bell Gardens, Cudahy, Maywood, Perris and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for



southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency. Our team researches grants, submits applications, and continually works with various funding agencies in completing State and Federal forms to ensure that our clients are in compliance with grant and funding requirements. To date, AVANT-GARDE has successfully secured over \$108 Million in competitive grant funds for southern California agencies.

Avant-Garde is currently providing the services requested in this RFP to several cities in Southern California, including Montebello, Bellflower, Lynwood, El Monte, Cudahy, and Moreno Valley. Most agencies we serve have a long standing relationship with us and trust our Team to provide these services on upcoming projects.



#### SECTION 2.

#### GENERAL SCOPE OF WORK

It is our understanding that the City of South Gate is seeking a highly qualified consultant to provide coordinating and managing services for the implementation of the City's CDBG and HOME Investment Partnership Programs. Pursuant to the Request for Proposals (RFP) Avant-Garde is committed to providing the scope of services outlined in the RFP which includes but is not limited to the following:

- 1. Action Plan and program development and support including Action Plan amendments
- 2. Consolidated Plan development and support including all amendments
- 3. Establishment of program timelines, goals, and deliverables
- 4. Document control and management
- 5. Policy development and review
- 6. Program and financial compliance requirements (IDIS) and local financial procedural support
- 7. Development of monitoring plans and execution of said plans
- 8. Manage program operations for all CDBG and HOME programs including reporting and administration
- 9. Manage Community Housing Development Organizations (CHDO)
- 10. Enforce and monitor prevailing wages where required

In addition, based on our experience it is anticipated that the following items will also be required:

- 11. Housing Rehabilitation Services:
  - a. Administer and implement the City's HOME funded Housing Rehabilitation programs which includes:
    - Collecting data and preparing necessary reports for the City and HUD.
    - Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
  - b. Review of income documentation.
  - c. Meet with applicants, review and approve program participation.
  - d. Perform initial field inspection of properties for which rehabilitation assistance is requested.



- e. Prepare written inspection reports and cost estimates connection with the above inspection.
- f. Prepare loan document and/or document for approval of grants or rebates.
- g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
- h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
- i. Conduct progress inspections and recommend approval of progress payments.
- j. Conduct final inspection.
- k. Provide progress and/or activity reports and complete projects in a timely manner.

### 12. Ongoing Administration of HUD programs

- a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;
- b. Manage IDIS: set-up, revise and fund activities, update accomplishments and beneficiary information;
- Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;
- d. Assist in department budget preparation;
- e. Financial management responsibilities, including preparing draw requests;
- f. Approving payment requests, monitoring CDBG/HOME expenditures;
- g. Contract administration and monitoring of sub-recipients and housing projects.
- 13. Develop and maintain Policies and Procedures Manual as needed.
- 14. Maintain Project Filing System and Documentation Checklists.
- 15. Respond to public inquiries regarding HUD programs.
- 16. Respond to HUD letters and/or memorandums as needed.

#### 17. CDBG Administrative Services:

- a. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.
- b. Prepare and complete all required HUD reports and documents.
- c. Provide CDBG financial management assistance.



- d. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.
- e. Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.
- f. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.



## SECTION 3. WORK PLAN - METHODOLOGY

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the Community Development Block Grant (CDBG) and HOME Programs.

AVANT-GARDE has had the privilege of working for municipalities for over ten years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

#### Value added service

The most immediate value that we will add to the City of South Gate is the exponential extension of Avant-Garde staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.



#### **CDBG AND HUD ADMINISTRATION**

#### **EVALUATION OF THE CURRENT CDBG AND HUD PROGRAM**

Avant-Garde will review and evaluate the current program. We will conduct an evaluation of the existing program and ensure that program guidelines are established as required by HUD. Avant-Garde will also evaluate the overall performance of the CDBG and HOME funded programs and activities. We will make recommendations based on our analysis and advise on corrective actions and/or formulate new program/projects to meet community development needs.

#### COORDINATION WITH HUD

Avant-Garde will serve as the City's liaison with HUD. We will provide HUD with the required input for the consolidated plan. Avant-Garde will collect the necessary documents to submit to HUD for review and comment. The content and form of these documents will be evaluated pursuant to the regulations of HUD and achievement of the City of South Gate's goals and objectives.

We will participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Agenda reports will be prepared for City Council meetings relating to program activities as needed. As requested by City staff, Avant-Garde will attend Council Meetings and make presentations related to program activities.

#### FISCAL REPORTING

Avant-Garde will prepare and submit to HUD all required fiscal and programmatic reports. This includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and submittal of all other required HUD submissions for the program year. Avant-Garde will also prepare all required Planning Summaries, Environmental Service Request (ESR) forms, etc. for the CDBG program and submit them to HUD by the required deadlines. We will also monitor project implementation, progress, and expenditures. Avant-Garde will review financial summaries to ensure conformity with project accomplishments. In addition, we will

20



coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

#### **PROGRAM MONITORING**

Avant-Garde will monitor procurement procedures. We will also monitor and report program income. We will ensure that environmental procedures are followed for CDBG funded programs and or projects. In addition, procurement procedures will be established and monitored for awarded project contracts funded with CDBG funds. This includes coordination with HUD and submission of required documents. Avant-Garde will comply with all HUD established guidelines and procedures.

#### PUBLIC SERVICES GRANT PROCESSING

Avant-Garde will assist the City in all activities related to Public Service Grant Processing. Activities will include the following:

- Review and evaluate funding applications by Sub-Grantees
- Prepare and administer Public Service grant contracts.
- Ensure that all City required documents are submitted prior to funding (i.e.
  executed contracts, purchase requisitions, City approved insurance, and
  expenditure back-up documentation.
- Monitor sub-grantees programmatic and fiscal performance.
- Provide technical assistance to sub-grantees to ensure that they follow established guidelines and procedures.

#### LABOR COMPLIANCE AND SECTION 3 MONITORING

Avant-Garde will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure compliance.
- Review documents submitted by contractors following the bid opening.
- Prepare and submit documents following award of contract.
- Attend the Pre-bid meeting and Pre-construction meeting.
- Conduct final file review for project closeout.
- Set up and maintain Labor Standards Enforcement Files.
- Review City's and Contractor's procurement procedures according to federal regulation and advise on corrective actions if required.



- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.



#### **HOUSING REHABILITATION SERVICES**

AVANT-GARDE is committed to providing the following technical assistance and administrative services for the City's housing rehabilitation program.

HOME OWNER(S) NAME

[ unit \_ 2units \_ 3units \_ 4crits . .

PROPERTY ADDRESS

A. Ongoing program coordination with City staff.

- Intake/Assessment of Eligibility:
   Make initial eligibility
   determination of applicants
   based on established City
   program eligibility criteria and
   HUD income guidelines and the
   apparent need for
   rehabilitation measures to
   correct relevant housing code
   or Housing Quality Standard
- Property Inspection: Perform site visits to ascertain that approved and contracted/applicable rehabilitation work is

(HQS) deficiencies.

Homeowner	Rehabilitation	Program
	STIONNAIR	

HOME TELEPHONE: (\_\_\_) \_\_\_\_\_CELL PHONE :(\_\_\_)

HOW MANY HOUSING UNITS ARE ON YOUR PROPERTY?

DO YOU HAVE A HOME MORTGAGE? No _ Yes _	
ARE YOUR PROPERTY TAXES PAID TO DATE? No _ Yes _	
DO YOU HAVE HOME INSURANCE? No_Yes_	
DO YOU HAVE ANY LIENS OR EQUITY LINES OF CREDIT AGAINST YO	OUR PROPERT
No _Yes If yes, check below all those that apply:	
la Lien/Deed of Trust: Amount \$ , 2nd Lien/Deed of Trust: Amount \$	;
WHAT IS THE CURRENT BALANCE OWED TO NORTAGE? \$	OR_Paid-of
NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD? Adults	Children
TOTAL ANNUAL HOUSEHOLD INCOME: 8	
(Include income of all adults 18 years of age and over)	=,
HOW MANY HOUSEHOLD MEMBERS, 18 YEARS OF AGE & OVER, AB COLLEGE FULLTIME?	E ATTENDING
CERTIFICATION	
I certify by signing this questionusise, that the information stated above is true and conrect to knowledge. I realize that giving false information will result in disqualifying me from suistar Rehabilization Programs. I under that dust acceptance of this questionnare by the City of constitute acceptance to the program.	ace of the Homeon
Signature of Homeowners Date:	
Signature of Homeowner:	

proceeding properly and satisfactorily, will authorize (with the homeowner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.



Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

CITY OF HOUSING REHABILITATION AND PRESERVATION PROGRAM PROPERTY INSPECTION LOG						
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- Work Write-Ups: For each eligible unit to be assisted, Consultant will complete a detailed Work Description and Bid Proposal that details the rehabilitation work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated upon approval by the homeowner.
- Solicitation and Selection of Contractors: Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.
- Loan Underwriting: Order Policy of Insurance of Record Title (PIRT) to determine the lien structure and how title is held, as well as property appraisals to determine the estimated post-rehabilitation value on units to be assisted with HOME funds.



Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.

- Loan Document Execution: Facilitate the execution of loan documents by the owner and City staff at City offices or at the unit to be assisted. In addition, Consultant shall prepare construction contract and escrow account control instructions; arrange for the City to fund the escrow account and submit Deed of Trust and Request for Notice to title company for recordation following the three (3)-business day cancellation period.
- Approval of Contractor Payments: As rehabilitation progresses and as invoices are submitted by contractors, Consultant will verify that the expenses are reasonable and the work has been completed properly (including sign-off by the owner), and will submit to City the applicable form(s) executed by consultant and property owner indicating that the work has been completed and it is satisfactory. This will be

PAYMENT REQUEST COVER SHEET	CITY Housing Rehabilitation and Preservation Programmer  Housing Rehabilitation Programmer  Housi
Property Owner:	
Construction Contract Amount: \$	
Payment Request No. 1	
Invoice Amount \$	
5% Retention Amount: \$	70.2
Amount Paid: 5	
Balance Remaining: \$	
New Contract Balance: \$	
Payment Request No. 2	
Invoice Amount: \$5% Resention Amount: \$	N. S.
5% Retention Amount: \$	15 11 11
Amount Paid: S	7- 7-
Balance Remaining: \$	Maria de la companya
New Contract Balance: \$	6.
Payment Request No. 3	
Invoice Amount: \$	
5% Retention Amount \$	
Amount Paid: \$	
Balance Remaining: \$	
Change Order: \$New Contract Balance: \$	
Payment Request No. 4	
Invoice Amount: \$	
Amount Paid: \$	
Balance Remaining: 5	
Change Order: \$	

Consultant approval of contractor payment(s). Major tasks will require approval from the City before the Consultant can proceed with work prior to signing a contractor contract.

City's verification of



- Coordinate with City Staff on invoices, general administrative issues: Our staff will work closely with the City's program manager and the City's finance department to ensure that all project costs are tracked, paid and reimbursed by CDC.
- Provide public information at the direction of the City: Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation are team is ready to assist the City. We have developed program brochures, held community meetings etc.
- Provide the City with monthly status reports: Monthly reports will be submitted to the City with an activity log. In addition, our monthly invoices will be broken down per property address to ensure that project delivery costs are kept for each project. This will help to ensure that the project delivery costs are tracked for each project and reimbursed by CDC.

City of
Housing Rehabilitation and Preservation Program

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• Maintenance of Case Files and Other Records: For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final)



inspection), change orders as applicable, and contractor invoices for payment (with owner-signed- off). Consultant will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in the

home immediately before the rehabilitation. after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with CDBG and HOME record keeping requirements as specified in the Agreement.

City of	Date of Request: [Select Ontel
Home Rehab Program	Anticipated Date of Homeowner Contract Execution: [Select Date]

#### Request for NEPA & CEQA Clearance

Ge	neral Project Information				
1.	Applicant a stanofal	· · · · · · · · · · · · · · · · · · ·			
2.	Property Address				
3	Assessor's Parcel Number LAPIG	100 m			
4	Biructure Type & Architectural Style	a sa s			
\$	Year Property Bulk				
"	Generation of Project Scope	i.			
7.	Estimated Rehab Cost	2.51			
Pilo	ase attach the following documen	ats with your request.			
4,	Property Photos (Include ful) front () lie Photo Taken On	ery bission of harbetti)			
9.	Property Title Report				
10	Property Appraisal Report				

### 1. Program Methodology & Management

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.



In order for the process and the program to proceed according to the needs of the City of South Gate, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We want to be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, we want the City to receive services and product deliverables that are founded on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

<u>Stakeholders and Community Outreach:</u> Avant-Garde is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. Avant-Garde can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

#### 2. Client Satisfaction

Avant-Garde requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines



specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary, and are mutually incorporative. Daily contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

Avant-Garde is committed to excellence and stands benind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

#### 3. City Staff Requirements

Our goal is to collaborate with staff and to do this we, the consultants, need an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program.

Regular Communication: The basic elements of this collaboration include regular and consistent communication with the City's staff. We would ask that a regular meeting date and time be established as a means by which to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. City Staff Review & Comment: The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline. Data Sharing: We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested so as to understand where gaps may exist and where new data may need to be developed.



# SECTION 4. PROJECT EXPERIENCE AND QUALIFICATIONS

The professional staff of Avant-Garde well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to business, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with a number of varied consulting services.

As it relates to this RFP for management services for the CDBG program, the Avant-Garde staff assigned to this project have provided similar services for the cities of Montebello, La Mirada, Maywood, La Puente, Pico Rivera, Cudahy, and Alhambra. Listed below are projects where Avant-Garde provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted were funded with Community Development Block Grant funds or required Section 3 monitoring.

#### City of Temple City

- Temple City Blvd; In Progress; CON Cost: \$314,500
- El Monte Ave; In Progress; CON Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012;
   CON Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: \$599,000
- Traffic Signal Ellis Lane; Completed: June 2010; CON Cost: \$112,000



 Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; CON Cost: \$236,500

#### City of Alhambra

- Missions Road Improvement; In Progress; CON Cost: \$3,542,995
- Almansor Security Light Replacement; In Progress; CON Cost: \$67,960
- Almansor Jogging Trail Reconstruction; In Progress; CON Cost: \$60,000
- Almansor Playground Rubberized Resurfacing; In Progress; CON Cost: \$85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: \$50,000
- Almansor Picnic Shelter Replacement; Completed: August 2015; CON Cost;
   \$55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: \$4,598
- ADA Improvements; Completed: April 2014; CON Cost: \$13,325
- Almansor Gym, Flooring; Completed: April 2016; CON Cost: \$30,100

#### City of Cudahy

 Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost; \$151,980

#### City of Montebello

- Traffic Signal Upgrades Various; In Progress; CON Cost: \$860,000
- Washington Blvd Ph. II; In Progress; CON Cost: \$812,852
- Alley Improvement; Completed: September 2015; CON Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: \$429,381
- Traffic Signal-Montebello Way; In Progress; CON Cost: \$726,640
- Safe Routes to School; Completed: August 2013; CON Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: \$1,600,000

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- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: \$ 172,000
- Whittier Boulevard Revitalization Phase 1; Completed: 2009; CON Cost;
   \$8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: \$138,988

#### Metro

- Westside Subway Extension; Complete: January 2017; CON Cost: \$20,250,000
- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: \$4,800,120

#### City of Lynwood

- Long Beach Blvd Ph. 1; In Progress; CON Cost: \$3,589,849
- City Hall Annex; In Progress; CON Cost: \$5,472,000
- HSIP Pedestrian Improvements; In Progress; CON Cost: \$412,000
- Street & Water Main Improvement Wisconsin Ave; In Progress; CON Cost;
   \$644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost; \$410,458

#### City of La Mirada

- Neff Historical Site Restoration; In Progress; CON Cost: \$245,454
- Traffic Signal-Artesia Blvd/Industry Circle; In Progress; CON Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: \$4,700,000, \$650,121, \$1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: \$377,388



- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: \$635,000

#### **City of Bell Gardens**

- Suva Street Rehab; In Progress; CON Cost: \$242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: \$247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; CON Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: \$714,000
- Federal Safe Routes to School: Completed: August 2012; CON Cost: \$321,000
- Foster Bridge: Completed: January 2013; CON Cost: \$163,000
- Florence Place; Completed: February 2015; CON Cost: \$190,954

#### City of Pico Rivera

- Citywide Roadway Improvements; Completed: May 2016; CON Cost: \$269,213
- Commercial Façade; Completed: June 2014; CON Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: \$2,400,000

#### City of Baldwin Park

Ramona Blvd Phase I and II; Completed: 2011; CON Cost: \$2,450,000

#### City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: \$365,000
- Slauson Avenue; Completed: September 2008; CON Cost: \$827,000

#### City of La Puente



- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002;
   CON Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: \$320,000
- City Hall Elevator; Completed: September 2005; CON Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: \$305,000
- Senior Center; Completed: November 2008; CON Cost: \$91,587.00
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008;
   CON Cost: \$224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: \$300,000
- Main Street; Completed: 2009; CON Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: \$741,477.16
- Street Overlay; Completed: 2009; CON Cost: \$224,620
- Slurry Seal; Completed: March 2009; CON Cost: \$274,087,70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: \$123,066.10

#### Women's and Children Crisis Shelter

Outreach Center Improvements; Completed: October 2008; CON Cost: \$66,000



# Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE has provided labor compliance, program management, grant research & writing, and fund administration services to the City of Montebello since FY 2005. Additional services include strategic planning and development of the CIP Budget; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations. AVANT-GARDE has obtained \$4.3 million in grant funds for the City of Montebello.

AVANT-GARDE provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through the Department of Housing and Urban Development. As such, AVANT-GARDE provides ongoing program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in significantly reducing the number of findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. Additionally, AVANT-GARDE continues to monitor and implement the Service Program, working with local sub-recipients to ensure adherence with HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements.

Client Contact Francesca Schuyler City Manager

Project Completion Ongoing







# Lynwood | HUD Program & Compliance Management

Avant-Garde in concert with Urban Associates was hired by the City of Lynwood to provide Community Development (Housing) services, which include the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. Ongoing administration of the HUD program includes: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including subrecipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation of Rehabilitation Programs; responsibility of management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. Duties include the development and maintenance of the Policies & Procedures Manual as needed as well as maintenance of the project's filing system and documentation checklists.

Client Contact Andre Dupret Interim Director of Development Services

Project Completion Ongoing







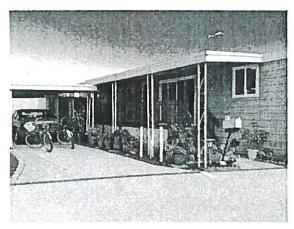
# Bellflower | Housing Management Services

AVANT-GARDE has recently commissioned by the City of Bellflower to provided oversight of the HOME and CDBG program. Activities include implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; preparation of CAPER; project management on Affordable Housing development project.

Client Contact Jim DellaLonga Director of Economic Development

Project Completion Ongoing







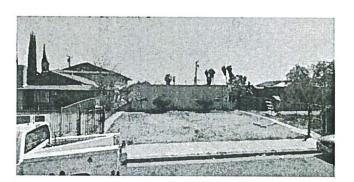
# Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was recently retained by the City of Moreno Valley to assist with committing HOME funds by the September 30, 2015, deadline for two affordable housing projects. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which includes coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide Project Management services to carry out two rental projects. Our work includes the following: Serve as Project Liaison between the City and CHDO; monitor project progress, compliance documentation, escrow process, and attend meetings as necessary and conduct site visits, facilitate any amendments to the agreements with the City Attorney's office and the CHDO, coordinate and process payment requests for escrow.

Client Contact Marshall Eyerman Financial Services Manager

Project Completion Ongoing







# Pasadena | Housing Management Services

AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Client Contact Julie Gutierrez Assistant City Manager

Project Completion 2011







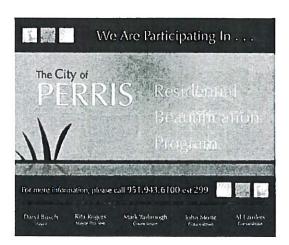
# Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Client Contact Richard Belmudez City Manager

Project Completion 2007





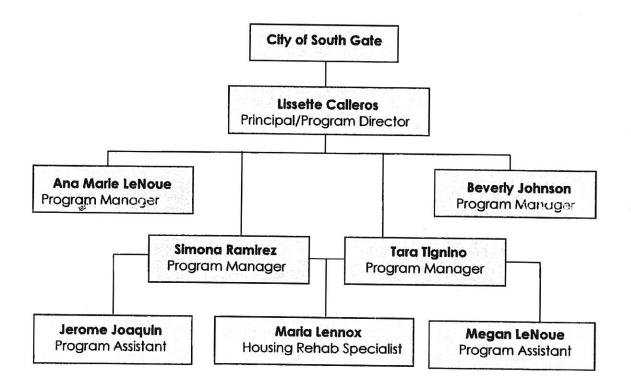


#### SECTION 5. OUR TEAM

To provide exceptional services to the City of South Gate, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Calleros, will serve as the Project Director and will oversee all assigned staff and ensure successful administration of program and document development. Our Project Director will be supported by our inhouse Program Manager-Ana Marie LeNoue, Program Manager-Simona Ramirez, Program Manager-Beverly Johnson, Program Manager-Tara Tignino, Program Assistant-Jerome Joaquin, Program Assistant-Megan LeNoue, and Housing Rehab Specialist-Maria Lennox.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Calleros and Ms. LeNoue have served as municipal employees prior to joining the firm. AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and high paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Calleros, Ms. Ramirez, Ms. Lennox and Ms. Valdez-Paz are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.







#### **Lissette Calleros**

Principal / Program Director

#### Years of Experience:

14+ years

#### Education:

B.S. Business
Management,
California State
Polytechnic University
Pomona

A.A. General Studies, Mount San Antonio College

#### **Professional Affiliations:**

National Women Political Caucus – LA Metro National Association of Professional Women

Ms. Calleros has 14 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Director, Ms. Calleros will oversee all assigned staff and ensure successful administration of the Program. Ms. Calleros's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

#### RELEVANT EXPERIENCE

Ms. Calleros and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Calleros has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Calleros also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Calleros has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as



well as Consolidated Plans and assisted with the public hearing process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris and Pasadena.



#### **Ana Marie LeNoue**

Principal / Program Manager

Years of Experience: 25+ years

Education:

B.S. Business Management, University of Phoenix Ms. LeNoue has 25 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. Ms. LeNoue is capable of overseeing the CDBG public service agency program, identifying and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Sub-Recipient services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

#### RELEVANT EXPERIENCE

#### City of Montebello

Currently a member of the CDBG Management Team responsible for the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Also assisting the City to reach HUD compliance with the previous program fiscal years of 2010/2011, 2011/2012, and 2012/2013 and establishing processes in adherence to HUD program guidelines for FY 2014/2015. Assists in the Program marketing and facilitating presentations for various portions of the program including the Housing Rehabilitation Program.

#### City of Bellflower

Providing assistance to City Staff with the management of subrecipients for FY 2016/2017. Providing overall management of staff assignments for housing programs such as Housing rehab and First Time Home Buyers Program.



#### **Beverly Johnson**

**Program Manager** 

Years of Experience 15+ years

#### Education

M.A. Public Administration California State University, Dominguez Hills - 1998

B.S. Computer Science California State University, Dominguez Hills - 1995

Ms. Johnson has over fifteen years of experience working with Federal, State, local and county grant programs designed to meet the needs of low to moderate-income persons. She has worked within the realm of housing and community development services for the City of Inglewood and the City of Pomona in various employment capacities. In these positions she designed, developed, implemented and managed several housing and community development related programs. accomplishments include successfully writing, administering and monitoring an array of grant programs. As support to the Director and other city departments, she has served on various committees. Johnson's experience includes grant environmental review analysis; oversight of personnel; budgeting; strategic planning; plan development; conducting policy and program evaluation; and ensuring compliance with Federal, State and local regulations through program/project monitoring.

The City of Pomona's Neighborhood Services Department is comprised of the following Divisions: Housing, Housing Authority and Community Services with over 100 employees. As second in charge of the Housing Division, her primary roles as Housing Grants Administrator was to provide professional leadership and direction the Housing and Homeless division, support the departmental goals and objectives, and manage, monitor and evaluate program operations.

In her role as Housing Grants Administrator at the City of Pomona, she played a key role in the development and implementation of a new rental assistance program funded with Federal Home Investment Partnership Act (HOME) funds. This included garnering Council support, development of program budget, development of policies and procedures, hiring necessary staff for program administration, and developing relationships with property owners throughout the City for partnering in the homeless prevention and rental assistance effort for a program other than the Housing Choice Voucher (formerly known as Section 8) Rental Assistance Program.

#### RELEVANT EXPERIENCE

#### City of Bellflower

Program Manager

- Performs all activities related to IDIS.
- Assists with the preparation of the Annual Action Plan, CAPER, Consolidated Plan and other reports as necessary.



#### **Pacific Code Compliance**

**Grants Consultant** 

- Responsible for interpreting Federal, State and local regulations and policies for program implementation.
- > Responsible for administering grant funds and interpreting program guidelines.
- > Make funding recommendations and prepare reports.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with Federal regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the Department of Housing and Urban Development (HUD).
- System reporting for all Federal, State and local grants (i.e. IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- > Preparation of staff reports for submission to the City Council.
- > Conducting oral presentations to Council, citizens, and businesses.
- ➤ Input of information into HUD's Integrated Information Disbursement and Information System (IDIS).

#### City of Pomona – Development & Neighborhood Services Housing Grants Administrator

- > Provide administrative and professional leadership and direction to Housing and Homeless Division staff. Management responsibility for housing and community development programs, services and activities, including: Community Development Block Grant (CDBG) community-based programs, rehabilitation, construction, residential new development, community and business development, lead hazard abatement, homeless services and other grant programs. Oversight of development and implementation of the Consolidated Plan for CDBG, Home Investment Partnership Act (HOME), Neighborhood Stabilization (NSP), Emergency Solutions Grant (ESG), Supportive Housing (SHP), Shelter Plus Care (S+C) and Homeless Prevention and Rapid Re-Housing (HPRP) Programs, as well as Housing Successor Agency Funds.
- Manage, monitor, and evaluate the development and administration of department goals, objectives, policies, priorities, operations, budget, personnel, service delivery methods, administrative systems and improvement recommendations to ensure efficiency and effectiveness.
- ➤ Responsible for interpreting Federal, state, county and local regulations for administering and monitoring programs (e.g. CDBG, HOME, ESG, Section 108 Loan, S+C, SHP, Lead Program, NSP, HPRP, CalHOME).



- Manage, direct and coordinate the work of fifteen Housing Division staff, including supervisory, professional, technical and administrative support personnel.
- ➤ Compiling, analyzing and interpreting statistical data for funding recommendations and preparing reports to Council.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with applicable regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, CAPER) for submission to HUD.
- > Preparation of staff reports for submission to the City Council.
- System reporting for all Federal, State and local grants (i.e. IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- ➤ Conducting oral presentations to Council, citizens, and businesses.
- Developing Requests for Proposals, Bids and Qualifications (RFP, RFB, RFQ).

Other relevant experience:

- City of Inglewood Senior Grants Coordinator
- Midnight Mission Family Housing Program Homeless Services Case Manager



#### Simona Ramirez

Program Manager

#### Years of Experience: 9+ years

#### **Education:**

M.A. Political Science, California State University, Los Angeles, CA 2011

B.A. Political Science. Los Angeles, CA 2010

A.A. East Los Angeles College, Monterey Park, CA 2008

Ms. Ramirez has nine years of experience in Program Management and has been with AVANT-GARDE since 2014. Ms. Ramirez's expertise is in program development, administration, grant writing, and community outreach. An effective communicator, Ms. Ramirez's multi-faceted skill set allows her to understand the needs of diverse audiences and provide them with practical solutions to problems. Ms. Ramirez has experience working with governmental agencies including local municipal government, Department of Motor Vehicles and the Employment Development Department. Ms. Ramirez has valuable knowledge of both state and federal regulations, making her capable to perform administrative and · California State University, managerial duties as a program manager.

#### RELEVANT EXPERIENCE

#### City of Lynwood

Ms. Ramirez oversees the CalHome First Time Homebuyer Program and the CalHome Owner-Occupied Housing Rehabilitation Program in the City of Lynwood, where she provides program management and administration services. Ms. Ramirez helped develop the marketing material and was responsible for identifying qualified vendors for the Program's non-construction services. Ms. Ramirez is charged with promoting the program by developing community outreach strategies that target eligible residents who can participate in the Program. Furthermore, she supports the Program's Housing Specialist with loan processing and provides quarterly reports to the State Department of Housing and Community Development to track the Program's progress and use of funds.

#### City of Montebello

Currently a member of the CDBG Management Team, Ms. Ramirez supports the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Assists in Program marketing and facilitating presentations for various portions of the program including Housing Rehabilitation. Additional services include: Grant Seeking, Grant Writing, and Community Outreach

#### City of Bellflower

Ms. Ramirez currently provides administrative services for the City of Bellflower's First Time Homebuyer Program and the HOME Rehabilitation Program. She reviews the manuals to ensure all the



necessary pieces are in place and is in charge of updating income and purchase limits in the manual and securing contractors for the Rehab Program through the established protocols in the Program guidelines/procedures. Additionally Ms. Ramirez works with lenders to determine eligibility for the First Time Homebuyer Program and assists the Housing Specialist by reviewing program documents and applicants' paperwork to ascertain adherence to Program requirements.



#### Tara Tignino

**Program Manager** 

Years of Experience 10+ years Ms. Tignino is experienced in Labor Compliance for Federal, State and CDBG funded projects. As a labor compliance specialist, Ms. Tignino monitors contracts to ensure that all clients' actions adhere to either CDBG or the standard State and FHWA Federal wage regulation requirements and when applicable section 3 requirements. Responsibilities include, conducting employee field interviews, auditing weekly payrolls, investigating violation findings and preparing non-compliance notices to contractors. In addition, Ms. Tignino monitors HUD Program requirements and conducts file reviews with Caltrans and the Community Development Commission.

Ms. Tignino is experienced in developing and maintaining detailed project schedules to improve accuracy, and increase project efficiency. Ms. Tignino is experienced in monitoring project budgets and recording expenses; compiling project specific documentation and preparing billings; conducting research and recommending solutions; organizing meetings, events and conferences.

As it pertains to this proposal, Ms. Tignino will provide prevailing wages and HUD/Section 3 monitoring for construction projects and ensure compliance with all federal, state, and local laws, rules, regulations and policies.

#### **RELEVANT EXPERIENCE**

- Los Angeles METRO \$20.25M Westside Subway Extension Project
- Los Angeles METRO \$18.9M I-405 & SR-134 Soundwall Project
- Los Angeles METRO \$4.9M Division 3 Master Plan
- Los Angeles METRO \$4.8M Trash & Vegetation Removal Project
- Los Angeles METRO \$1.6M Lighting Upgrade Project
- Los Angeles METRO \$881k CNG Emergency Generator Project
- Los Angeles METRO \$627k Bus Stop Improvement Project
- City of Temple City \$18M Rosemead Blvd Safety & Beautification Project
- City of Temple City \$1.1M El Monte Ave Traffic Signal
- City of Temple City \$315k Temple City Blvd Traffic Signal
- City of Temple City \$176k Temple City Blvd/Las Tunas Traffic Signal
- City of Pico Rivera \$2.4M Beverly Blvd. Improvements Project



- City of Pico Rivera \$38k CDBG Funded Commercial Façade Phase I
- City of Pico Rivera \$108k CDBG Funded Commercial Façade Phase II
- City of Pico Rivera \$44k CDBG Funded Commercial Façade Phase III
- City of Montebello \$726k Montebello Way Traffic Signal
- City of Montebello \$130k Alley Improvements Project
- City of Montebello \$228k Alley Improvements Project
- City of Montebello \$749k Whittier Blvd Revitalization Phase II Project
- City of Montebello \$711k Garfield Ave Reconstruction Project
- City of La Mirada \$2.5M Alondra/Valley View Improvements Project
- City of La Mirada \$4.9M CDBG Funded Foster Park Phase II Improvements
- City of La Mirada \$608k CDBG Funded Foster Park Phase III Improvements
- City of La Mirada \$1.9M CDBG Funded Foster Park Phase IV Improvements
- City of La Mirada \$635k LA Mirada Blvd Improvements Project
- City of La Mirada \$353k City HVAC Improvements Project
- City of La Mirada \$305k Valley View Ave/Adoree St Traffic Signal
- City of Cudahy \$206k CDBG Funded Bedwell Hall Re-Roofing Project
- City of Bell Gardens \$143k Opticom Emergency Vehicle Preemption Project
- City of Bell Gardens \$163k Foster Bridge Project
- City of Bell Gardens \$191k Florence Pl Improvement Project
- City of Alhambra \$100k CDBG Funded Almansor Gym HVAC
- City of Alhambra \$100k CDBG Funded Granada Gym Flooring
- City of Alhambra \$80k CDBG Funded Granada Gym Equipment
- City of Alhambra \$55k CDBG Funded Almansor Park Shelter Replacement
- City of Alhambra \$13.3k CDBG Funded ADA Improvements Project
- City of Alhambra \$5k CDBG Funded ADA Improvements Project



#### Maria Lennox

**Housing Specialist** 

Years of Experience: 29+ years

With over 29 years of experience working with municipalities and private agencies to meet their housing goals, Ms. Lennox serves as a Housing Specialist for AVANT-GARDE. Maria has assisted in marketing and implementing rehabilitation loan programs, assured compliance with federal and local guidelines, and helped train personnel to become effective housing counsellors.

#### **RELEVANT EXPERIENCE**

As an expert in housing ehabilitation, Ms. Lennox duties have included:

- Providing loan underwriting services to the Community Development Commission (CDC) and the Los Angeles Housing Department (LAHD) for the CDBG and HOME deferred and lowinterest loans and Single Family Residence (SFR) programs.
- Designing loan documentation to comply with HUD and local guidelines.
- Managing rehabilitation projects including prevailing wage compliance.
- Negotiating construction contracts.

Client agencies include: City of Lynwood, City of Montebello, Los Angeles Housing Department (LAHD), and Community Development Commission (CDC).



#### Years of Experience:

4+ years

#### **Education:**

B.S. Urban and Regional Planning, California State Polytechnic University, Pomona 2010

an emphasis on Architecture, Glendale Community College

#### Jerome Joaquin

Program Assistant

As a Program Assistant, Mr. Joaquin's responsibilities include grant researching and writing, funding administration, labor compliance, and community outreach support. Mr. Joaquin has experience in preparing environmental documents for both CDBG and HOME funded housing rehabilitation programs. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects.

He assists our clients with determining eligible projects and writing grant proposals, providing advisement of program requirements, préparing and administering programs as required by the fundina A.A. General Studies with agencies to ensure cities develop their capital projects in accordance with policy and procedural requirements, enforcing labor compliances regulations by means of on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal laws, and providing community outreach support in various outreach methods.

#### RELEVANT EXPERIENCE

Supports the Rehabilitation Specialist by completing Environmental and Historic Preservation Clearances for multiple Housing Rehabilitation & Preservation Program (HRRP) projects as well as development projects funded with HOME funds. Currently providing these services for:

- > City of Montebello
- City of Moreno Valley
- > City of Bellflower



#### Megan LeNoue

Program Assistant

#### Years of Experience:

3+ years

#### **Education:**

B.A. in Anthropology, Saint Mary's College of California, Moraga, CA 2013 Ms. LeNoue has three years of experience in administrative and municipal program services and contract administration and has been with AVANT-GARDE since 2013. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance. Ms. LeNoue has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files and assisting the Program Managers on an as needed support basis.

#### **RELEVANT EXPERIENCE**

#### CDBG/HOME Rehabilitation, City of Montebello

Provides assistance in the preparation and administration of the CHDO program. Administratively assisting with relocation processing, advertisement of available properties, agreement composition, and application eligibility. Prepare supporting documentation packages and coordinate with Finance department and HUD to process reimbursement drawdown requests through IDIS.

#### City of Moreno Valley- HOME funded rental project

In accordance with the CHDO qualification criteria set by HUD, she assisted in reviewing the documentation submitted by the CHDO to determine that it satisfactorily met the requirements. This includes coordination with the CHDO to collect pertinent documents and prepare City Council report and resolution for adoption.



#### SECTION 6.

#### REFERENCES

Below is a list of references that can be contacted. A description of responsibilities and work performed is provided in Section 4.

#### Francesca Schuyler, City Manager

City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

#### Andre Dupret, Interim Director of Development Services

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310)603-0220, Ext. 268

#### Jim DellaLonga, Director of Economic Development

City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

#### Marshall Eyerman, Financial Services Manager

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3519

#### Mark Stowell, Director of Public Works

City of La Mirada, 13806 La Mirada Blvd., La Mirada, CA 90638, (562) 902-2373

#### Julie Gutierrez, Assistant City Manager

City of Pasadena, 100 N. Garfield, Pasadena, CA 91101 (626) 744-4222

#### Richard Belmudez, City Manager

City of Perris, 101 N. D Street, Perris, CA 92570 (951)943-6100



#### SECTION 7.

#### COST PROPOSAL

AVANT-GARDE is proposing the following discounted hourly rates:

Program Director	\$110
Program Manager	\$90
Program Coordinator	\$70
Program Assistant	\$65
Housing Rehab Specialist	\$60

In addition to providing exceptional program management services, AVANT-GARDE looks forward to working with the City to establish a well-planned annual Program budget inclusive of strategic resource allocation to ensure program goals and all required tasks are met. This will assist the City to identify an annual budget for consultant services. Allocation considerations may include City Hall office hours for the Rehab Specialist and our Program Management Team in addition to the required annual reports and other elements of the program such as the public services grant processing, labor compliance and Section 3 monitoring, and program outreach.

Form W=9
(Rev. December 2014)

(Rev. December 2014)
Department of the Treasury

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	al Hevenue Service						send	to th	e IH	S.
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	Advanced Avant-Garde Corporation		•							
2	2 Business name/disregarded entity name, if different from above									
	Avant-Garde Inc.									
g	3 Check appropriate box for federal tax classification; check only one of	the dellawing a second			T					
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#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER Dealey, Renton & Associates 199 S Los Robles #540 Pasadena, CA 91101 Lic #0020739	CONTACT Marie Swaney PHONE [AC, No. Ext): 626-844-3070 [AC, No. Ext): 626-844-3070 [ADDRESS: mswaney@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Insurance Co. LTD	11000
Advanced Avant-Garde, Inc. dba: Advant Garde, Inc.	INSURER B : Admiral Insurance Company	24856
3670 W. Temple Ave., Suite #278	INSURER C:	
Pomona, CA 91768	INSURER D:	
	INSURER E:	
COURT OF	INSURER F:	
COVERAGES CERTIFICATE NUMBER: 1411576451	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE P OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT T	OLICY PERIOD

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Policy is follow-form to underlying Policies: GL/AUTO Liability.

Re: General Grant Coordination and Management for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs - City of South Gate, its officers, employees, agents and volunteers are named as additional insureds as respects general liability as required per written contract or

CERTIFICATE HOLDER	CANCELLATION 30 day Notice
City of South Gate Director of Community Development	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8650 California Avenue South Gate CA 90280	AUTHORIZED REPRESENTATIVE  Mandalo  One of the control of the cont

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POMONA CA 91768

#### CERTIFICATE OF LIABILITY INSURANCE

ANS P1DC

DATE (MM/DD/YYYY) 2/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). NAME: PHONE (A/C, No, Ext): PAYCHEX INSURANCE AGENCY INC/PAC (AC, No): (888) 443-6112 E-MAIL ADDRESS 250881 P: F: (888) 443-6112 PO BOX 33015 INSURER(S) AFFORDING COVERAGE NAICH SAN ANTONIO TX 78265 11000 INSURERA: Sentinel Ins Co LTD INSURFO INSURER B INSURER C: ADVANCE AVANT-GARDE, INC. INSURER D 3760 W TEMPLE AVE STE278 INSURER E :

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER F:

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
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4	OTHER:							ş	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	ş	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Re: Job name/ location/# General Grant Coordination and Management for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs

CER	TIFICAT	E HOLI	DER

CANCELLATION

City of South Gate
Director of Community Development
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sugar &. Castareda

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## AMENDMENT NO. 1 TO CONTRACT NO. 3407 TO PROVIDE AS NEEDED ADMINISTRATIVE SERVICES FOR THE CDBG AND HOME PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.

This Amendment No. 1 to Contract No. 3407 for Administrative Services for the CDBG and HOME Programs ("Amendment No. 1") is made and entered into on April 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

#### RECITALS

WHEREAS, on January 9, 2018, City and Consultant executed Contract No. 3407 for Professional Services with Avant-Garde, Inc. ("Agreement"), to provide grant coordination and management services for the CDBG and HOME programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to provide as needed Administrative Services for the CDBG and HOME programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000).

#### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK. Consultant agrees to expand its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION. The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of One Hundred Ten Thousand Dollars (\$110,000). No additional compensation shall be paid for any other expenses incurred for task identified in Exhibit "A", unless first approved by the Director of Community Development. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business shall be waived and shall not be included on the Consultant's invoice to City.

2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of

work as the City deems necessary.	·
IN WITNESS WHEREOF, the Parties hereto lattested by their respective officers thereunto duly	nave caused this Agreement to be executed any authorized.
	By: Maria Davila, Mayor  Dated: 5-6-2020
By: Carmen Avalos, City Clerk (SEAL)	
By: Raul F. Salinas, City Attorney	
	AVANT-GARDE, INC.:
	By: Signature on next page Ana Marie LeNoue, President  Dated:

Amendment No. 1 to Contract No. 3407

EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and
conditions of the Agreement and its Amendments, Attachments and Exhibits attached
hereto, shall remain in full force. City reserves the right to augment or reduce the scope of
work as the City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

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to p

Page 2 of 2



April 22, 2020

Joe Perez
Economic Development Director
City of South Gate
Economic Development Division
8650 California Avenue, South Gate, CA 90280

Subject:

Request for Contract amendment for HUD program and compliance

services

Dear Mr. Perez:

It is with great pleasure that I provide you this proposal to continue providing Program Monitoring and Funding Compliance Services for your HOME and CDBG funded programs administered through the Department of Housing and Urban Development.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including but not limited to your City, METRO and the Cities of Temple City, Pasadena, Industry, Pico Rivera, Montebello, La Puente, Lynwood, Moreno Valley, Norwalk, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, Ventura, Manhattan Beach, Monterey Park, La Mirada, and South Gate.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service.

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

At this time, we are requesting a budget increase to our current contract that is in effect until December 12, 2020. We will continue to provide services as outlined in our existing professional services agreement. The budget increase is requested to cover additional time spent to assist with various audits including responding to the Office of Inspector General's (OIG) audit, Housing Urban Development (HUD) program audit, and HUD Environmental Audit. Provide staff augmentation services as a result of recent staff changes this includes monitoring subrecipients for FY17-18, 18-19 and 19-20. Assist



with oversight of the Housing rehabilitation program to resolve HUD audit findings. Help with implementation of additional CDBG funds allocated to the City as a result of COVID-19 including programming, reporting and assistance with the implementation of the Business Retention Program.

#### A. Scope of Work

Scope of work to be performed will be in accordance with the scope identified in the existing agreement which includes:

- Evaluation of the City's HUD programs and funding
- Coordination with HUD
- Fiscal reporting
- Program Monitoring
- Public Services Grant Processing
- Labor Compliance and Section 3 monitoring

We will work alongside current staff to ensure that the program objectives are met.

#### B. Schedule

Avant-Garde is committed to working with the City on an as-needed basis. We are committed to providing the City as many hours as necessary as long as the budget permits in order to complete the assignments.

#### C. Personnel and Compensation

Program Director	\$110
(IDIS Specialist)	\$110
Program Manager	\$90
Program Coordinator	\$70
Program Assistant	\$65

Our fee will be billed on a time and material basis. We are requested an additional amount of \$110,000 to be added to our existing contract. To accommodate the fiscal year budget process our fee will be as follows:

Timeline	Amount	
February- June 30, 2020 CDBG Administration	\$60,000	
April 28th- December CDBG-CV	\$50,000	
	\$110,000	-



AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or 323-371-5530.

Sincerely,

Lissette Montoya

Lissette Montoya Vice President

Acceptance of Proposal:

City of South Gate

#### AMENDMENT NO. 2 TO CONTRACT NO. 3407 FOR ADDITIONAL ADMINISTRATIVE SERVICES FOR THE CDBG AND HOME PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.

This Amendment No. 2 to Contract No. 3407 for Additional Administrative Services for the Community Development Block Grant and Home Investment Partnership Programs ("Amendment No. 2") is made and entered into on November 24, 2020, and retroactively effective November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

#### RECITALS

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 2 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 2, to include additional as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term for an additional year, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705).

#### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. MODIFICATION TO AGREEMENT.

1.0 SCOPE OF WORK. Consultant agrees to expand its services and perform the tasks identified in Exhibit "A". The Scope of Work may be amended from time to time by way of a written directive from City.

- 2.0 TERM OF AGREEMENT. The term of the Agreement shall commence retroactively to November 10, 2020, through and including November 24, 2021, with an option to extend the term for an additional year through and including November 24, 2022, which shall be approved by the City Council.
- 3.0 COMPENSATION. The amount of compensation paid by City to Consultant for the additional work identified in Exhibit "A" shall not exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705). No additional compensation shall be paid for any other expenses incurred.
- EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and
  conditions of the Agreement and its Amendments, Attachments and Exhibits attached
  hereto, shall remain in full force. City reserves the right to augment or reduce the scope of
  work as the City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: Maria Davila, Mayor

Dated: 12-9-2020

ATTESTED:

By:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**AVANT-GARDE, INC.:** 

Dated: 11/25/2020



# $\frac{\Lambda V \Lambda N T}{G \Lambda R D E}$

## City of South Gate Grant Coordination and Management Services for the CDBG and HOME Program

November 2, 2020

www.agi.com.co



November 2, 2020

City of South Gate Community Development Planning Division 8650 California Ave South Gate, CA 90280

Subject:

Request for Proposals to Provide General Coordination and Management

Services for the CDBG and HOME Programs

It is with great pleasure that AVANT-GARDE submits our proposal to provide the City of South Gate with CDBG and HOME program coordination and management services. It is our goal to ensure that all services and reports are in compliance with all applicable HUD regulations and submitted within the required time frames.

A 100% woman-owned firm, Avant-Garde was incorporated in September 2002 and our corporate office is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in Program and Compliance Management with several municipalities, including the Cities of South Gate, Montebello, Bellflower, Lynwood, Cudahy, El Monte, Industry, Pico Rivera, Temple City, Bell Gardens, Alhambra, San Gabriel, Rosemead, Monterey Park, Commerce, Manhattan Beach, Ventura, La Mirada, Norwalk, Pasadena, La Puente, Moreno Valley, Perris, Maywood, LADOT, LADWP, and Los Angeles County METRO. We offer the talents of some of the most skilled, compliance managers, fund administrators, grant writers and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

It has been Avant-Garde's pleasure to work with the City of South Gate over the years providing services in a variety of capacities. Most recently, Avant-Garde has assisted the City of South Gate with compliance services as identified in this RFP. Given the opportunity, we feel the Avant-Garde team will prove to be a continued valuable partner to the City in meeting its HUD requirements and goals.

To provide exceptional services as outlined in the RFP, we present a highly qualified and experienced team of program managers each with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful administration of all activities.



Please contact me or Lissette Montoya, the firm's principals, at (909) 979-6586 or email <u>alenoue@agi.com.co</u> or <u>Imontoya@agi.com.co</u> if there are any questions. We look forward to meeting with you to discuss our services and the opportunity to continue serving your community.

Thank you very much for your consideration. We look forward to continuing our work with you and your staff.

Sincerely,

And Marie LeNoue

President



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#### SECTION I. FIRM QUALIFICATIONS

AVANT-GARDE was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation headed by Southern California natives Ana Marie LeNoue and Lissette Montoya who serve as the firm's officers and principals. They can be reached by phone at (909) 979-6586 or by email at <a href="mailto:alenoue@agi.com.co">alenoue@agi.com.co</a> or <a href="mailto:lmontoya@agi.com.co">lmontoya@agi.com.co</a>. Furthermore, AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).

Our team of fifteen has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in your City and several municipalities, including the Cities of South Gate, Montebello, Bellflower, Lynwood, Temple City, Moreno Valley, Pasadena, Industry, La Mirada, El Monte, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, Rosemead, San Gabriel, La Puente, Bell Gardens, Cudahy, Maywood, Perris, LADOT, LADWP, and Los Angeles County METRO.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for Southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program



requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency.

AVANT-GARDE has provided HUD Program Management Services to the City of South Gate since 2018. We have worked with the City to respond and resolve previous HUD findings and are currently working to resolve OIG audit findings. As part of our work, AVANT-GARDE has established infrastructure systems to maintain compliance and prevent future findings and prepared the City's HOME and CDBG policies and procedures for City Council adoption. Our services have included guidance to meet program and financial compliance requirements and local financial procedural support. We are well versed in the City's HUD IDIS portal and monitor it regularly to ensure data and reporting accuracy. AVANT-GARDE serves as the liaison with the City's HUD representative to seek clarification, guidance, and provide the City with clear action steps.

AVANT-GARDE led all efforts in developing the City's 2020-2025 Consolidated Plan, which included developing notices, preparing staff reports, community outreach via meetings and surveys, data analysis, and participation at City Council meetings. AVANT-GARDE worked with City staff to develop strategic goals to address City needs and activities to align with and meet these goals. Additionally, AVANT-GARDE also prepared the City's Analysis to Fair Housing Choice, a document that reviews policies and practices in the community that affect availability and accessibility of housing and housing conditions in the community, for submission to HUD.

As a part of the development of the FY 2020-2021 Annual Action Plan, AVANT-GARDE assisted the City in programming \$2,424,011 in CDBG funds and \$1,793,173.67 in HOME funds (we previously assisted the City with programming \$874,841 in CDBG-CV funds). AVANT-GARDE is currently assisting the City with onboarding new subrecipients and developing new activities and programs to meet the City's goals established in the



Annual Action Plan and Consolidated Plan, and expend the funds in a timely manner to remain in good standing with HUD. Our staff consistently work with City subrecipients to monitor their work and files to ensure that they are compliant with all City and HUD CDBG guidelines, providing technical assistance when needed.

AVANT-GARDE has also provided the City with program administration support, which has included building out new programs, developing program documents, establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's Small Business Retention and Creation Grant Program, which provided grants of \$10,000 to 20 local CDBG eligible businesses.

Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws.

AVANT-GARDE is currently providing the services requested in this RFP to several cities in Southern California, including Montebello, Bellflower, El Monte, Cudahy, Lynwood, South Gate, Pico Rivera, and Moreno Valley. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming projects. We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services.



#### SECTION 2. GENERAL SCOPE OF WORK

It is our understanding that the City of South Gate is seeking a highly qualified consultant to provide general grant coordination and management for the CDBG and HOME Investment Partnership programs. As a leader in compliance management and grant administration, AVANT-GARDE is committed to providing the scope of services outlined in this proposal as follows:

- 1. Action Plan and program development and support including Action Plan amendments
- 2. Consolidated Plan development and support including all amendments
- 3. Establishment of Program timelines, goals and deliverables
- 4. Document control and management
- 5. Policy development and review
- 6. Program and financial compliance requirements (IDIS) and local financial procedural support
- 7. Development of monitoring plans and execution of said plans
- 8. Manage program operations for all CDBG and HOME programs
- 9. Manage Community Housing Development Organization's (CHDO)
- 10. Enforce and monitor prevailing wages where required

#### In addition, AVANT-GARDE will perform the following:

- 1. Ongoing Administration of HUD programs
  - a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;
  - b. Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;
  - c. Assist in department budget preparation;
  - d. Financial management responsibilities, including preparing draw requests;
  - e. Contract administration and monitoring of sub-recipients and housing projects.
  - f. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.
  - g. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.



- Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.
- i. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.
- 2. Determining eligible and ineligible CDBG and HOME activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
- 3. Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
- 4. Technical assistance on other federal requirements including: affirmative marketing, minority outreach, environment review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.
- Attend necessary City Council and/or Public Hearings, conduct presentations, and respond to HUD follow-up questions needed to receive the necessary HUD approvals.
- 6. Update and maintain the City's project and activity information; input into and manage IDIS.
- 7. Maintain Project Filing System and Documentation Checklists.
- 8. Respond to public inquiries regarding HUD programs.
- 9. Respond to HUD letters and/or memorandums as needed.
- 10. Ensuring all files that are active and those subject to audit have the proper documentation per HUD regulations.
- 11. Review and prepare all CDBG/HUD reports (e.g., prevailing wage, minority contractor and Section 3 reports).
- 12. Review, report and advise on proposed legislation and/or regulations that impact the City's use of CDBG funds.
- 13. Undertake annual on-site monitoring of nonprofits and sub recipients, including CIP projects executed by other City Departments that receive CDBG funds to ensure program compliance.
- 14. Provide CDBG and HOME financial management assistance.
- 15. Technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.



- 16. Technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
- 17. Provide a high standard of care and support to internal customers (such as City elected officials and staff) and external customers (such as residents, business owners, contractors, developer and staff from municipal, state and federal agencies).
- 18. Housing Rehabilitation Services Currently this program is implemented by City staff, however, AVANT-GARDE is available to perform the following if needed:
  - a. Administer and implement the City's Housing Rehabilitation programs which includes:
    - i. Collecting data and preparing necessary reports for the City and HUD.
    - ii. Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
  - b. Review of income documentation.
  - c. Meet with applicants, review and approve program participation.
  - d. Perform initial field inspection of properties for which rehabilitation assistance is requested.
  - e. Prepare written inspection reports and cost estimates connected with the above inspection.
  - f. Prepare loan document and/or document for approval of grants or rebates.
  - g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
  - h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
  - i. Conduct progress inspections and recommend approval of progress payments.
  - Conduct final inspection.
  - k. Provide progress and/or activity reports and complete projects in a timely manner.



# SECTION 3. APPROACH TO REQUESTED SERVICES

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the CDBG and HOME programs.

The AVANT-GARDE principals have had the privilege of working together serving municipalities for over eighteen years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and Federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

#### Value added service

The most immediate value that we will add to the City of South Gate is the exponential extension of AVANT-GARDE staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.



# **CDBG AND HOME ADMINISTRATION**

#### COORDINATION WITH HUD

AVANT-GARDE is available to assist the City with the required input for the consolidated plan. AVANT-GARDE is available to participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Upon request, AVANT-GARDE will prepare agenda reports for City Council meetings relating to program activities as needed. As requested by City staff, AVANT-GARDE will attend Council Meetings and make presentations related to program activities.

#### FISCAL REPORTING

AVANT-GARDE is available to prepare and submit to HUD all required fiscal and programmatic reports. This includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and submittal of all other required HUD submissions for the program year. We will also monitor project implementation, progress, and expenditures. AVANT-GARDE will review financial summaries to ensure conformity with project accomplishments. In addition, we will coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

# **PROGRAM MONITORING**

AVANT-GARDE will ensure that environmental procedures are followed for CDBG funded programs and or projects. In addition, procurement procedures will be followed and monitored for awarded project contracts funded with CDBG funds. We will also monitor and report program income. AVANT-GARDE will comply with all HUD established guidelines and procedures.

## LABOR COMPLIANCE AND SECTION 3 MONITORING

AVANT-GARDE will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure HUD compliance.
- Review documents submitted by contractors following the bid opening.
- Prepare and submit documents following award of contract.



- Attend the Pre-bid meeting and Pre-construction meeting.
- Conduct final file review for project closeout.
- Set up and maintain Labor Standards Enforcement Files.
- Review City's and Contractor's procurement procedures according to federal regulation and advise on corrective actions if required.
- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate
  of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit
  and file all required forms to appropriate parties. In the event any labor violations
  are reported and investigations confirm the violations, prepare investigative reports
  and backup. Violations will be reported and discussed with the City prior to reporting
  to the Department of Industrial Relations and any other agencies required by
  Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.



# **HOUSING REHABILITATION SERVICES**

Currently, City staff implement the Housing Rehabilitation Program. Upon request, AVANT-GARDE is available to provide the following technical assistance and administrative services for the City's housing rehabilitation program.

A. Ongoing program coordination with City staff.

- Intake/Assessment of Eligibility:
  - Make initial eligibility determination of applicants based on established City program eligibility criteria and HUD income guidelines and the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies.
- Property Inspection: Perform site
  visits to ascertain that approved
  and contracted/applicable
  rehabilitation work is proceeding
  properly and satisfactorily, will
  authorize (with the homeowner's

Homeowner Rehabilitation Program QUESTIONNAIRE

HOME OWNER(S) NAME:		
PROPERTY ADDRESS:		
HOME TELEPHONE ()	_ CELL PHONE :()	
HOW MANY HOUSING UNIT'S ARE ON YO	OUR PROPERTY?	
1 unit _ 2units _ 3units _ 4units _		Š.
DO YOU HAVE A HOME MORTGAGE? No	_Yes_	
ARE YOUR PROPERTY TAXES PAID TO DA	ATE? No _ Yes _	
DO YOU HAVE HOME INSURANCE? No _	Yes_	
DO YOU HAVE ANY LIENS OR EQUITY LI	NES OF CREDIT AGAINST	YOUR PROPERTY?
No _ Yes If yes, check below all those that appl luLien/Deed of Trust: Amount \$; 2nd		
WHAT IS THE CURRENT BALANCE OWE	O TO MORTAGE? \$	OR_Paid-off
NUMBER OF PERSONS LIVING IN YOUR	HOUSEHOLD? Adults	Children
TOTAL ANNUAL HOUSEHOLD INCOME:		<u></u>
(Include income of all a	dults 18 years of age and over)	_
HOW MANY HOUSEHOLD MEMBERS, 1 COLLEGE FUL	8 YEARS OF AGE & OVER, A	ARE ATTENDING
CERTIFICATION:		
I certify by signing this questionnaire, that the informat knowledge. I realize that giving false information will of Rehabilitation Program. I understand that acceptance of constitute acceptance to the program.	exult in disqualifying me from assist	tauce of the Homeowne
Signature of Homeowners	Date:	
Signature of Homeowner:	Date:	
Miles		

written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.



 Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

CITY OF HOUSING REHABILITATION AND PRESERVATION PROGRAM PROPERTY INSPECTION LOG				
HISFECTOR HAME	DATE PERFORMED IT	EMS HIPECTED	NCTES/COMMENTS	

- Work Write-Ups: For each eligible unit to be assisted, Consultant will complete a
  detailed Work Description and Bid Proposal that details the rehabilitation work to be
  performed, including estimated costs of each activity, materials to be used, and
  industry or regulatory standards to be met. This write-up will be signed and dated upon
  approval by the homeowner.
- Solicitation and Selection of Contractors: Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.
- Loan Underwriting: Order Policy of Insurance of Record Title (PIRT) to determine the
  lien structure and how title is held, as well as property appraisals to determine the
  estimated post-rehabilitation value on units to be assisted with HOME funds.
  Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda
  & Determination Forms as well as schedule and conduct LRC meetings.



- Loan Document Execution: Facilitate the execution of loan documents by the owner
  and City staff at City offices or at the unit to be assisted. In addition, Consultant shall
  prepare construction contract and escrow account control instructions; arrange for
  the City to fund the escrow account and submit Deed of Trust and Request for Notice
  to title company for recordation following the three (3)-business day cancellation
  period.
- Approval of Contractor **Payments:** As rehabilitation progresses and as invoices are submitted by contractors, Consultant will verify that the expenses are reasonable and the work has been completed properly (including sign-off by the owner), and will submit to City the applicable form(s) executed by consultant and property owner indicating that the work has been completed and it is satisfactory. This will be City's verification of Consultant approval of contractor payment(s). Major tasks will require approval from the City

PAYMENT REQUEST COVER SHEET	Housing Rehabilitation and Preservation Progr
Property Owner:	
Project Address:	
Construction Contract Amount:	\$
Payment Request No. 1	
Invoice Amount: S	
5% Retention Amount: \$	107 O.
Amount Paid: \$	Ci. Till.
Balance Remaining: \$	The National Control
Change Order: 5	
New Contract Balance: S	
Payment Request No. 2	
Invoice Amount: \$	
5% Retention Amount: S	5 79 W.
Amount Paid: \$	GPs. 12: 120 F
Balance Remaining: \$	
Balance Remaining: \$	
Change Order: S New Contract Balance: S	
New Contract Balance: 5	No. 100
Payment Request No. 3	
Invoice Amount: S	
5% Retention Amount: \$	
Amount Paid: \$	
Balance Remaining: \$	
Change Order: \$New Contract Balance: \$	
New Contract Balance: 5	
Payment Request No. 4	
nvoice Amount: \$	
5% Retention Amount: \$	
Amount Paid: \$	
Balance Remaining: S	
Change Order: \$	

before the Consultant can proceed with work prior to signing a contractor contract.

Coordinate with City Staff on invoices, general administrative issues: Our staff will work
closely with the City's program manager and the City's finance department to ensure
that all project costs are tracked, paid and reimbursed.



- Provide public information at the direction of the City: Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation are team is ready to assist the City. We have developed program brochures, held community meetings etc.
- Provide the City with monthly status reports: Monthly reports will be submitted to the
  City with an activity log. In addition, our monthly invoices will be broken down per
  property address to ensure that project delivery costs are kept for each project. This
  will help to ensure that the project delivery costs are tracked for each project and
  reimbursed by HUD.

City of
Housing Rehabilitation and Preservation Program

				ALC: N	QUA	LIFICATION PH	ASE	
	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount Requested	IPI Date	Status
100	(5 de 15 de				(otal:	\$0.00		
	Case			Street	BID PHASE			
	No.	Name	Phone (323)	No.	Street Name	Loan Amount	Lead Test Hequisins	Status
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N .					Iotal:	\$0.00		
	Case			CO	STRUCTION PH			
	No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	NTP Issued	Status
				-+-		1	7 7 7	
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					rotal:	\$0.00		
	Case			CON Street	MPLETED PROJE	CTS	Start/Complete	
	No.	Name	Phone (626)	No.	Street Name	Loan Amount		Status

• Maintenance of Case Files and Other Records: For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders as applicable, and contractor invoices for payment (with owner-signed- off). Consultant will also maintain appropriate information on persons



residing in the property, including a list or lists identifying persons in the home immediately before the rehabilitation, after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with CDBG and HOME record keeping requirements as specified in the Agreement.

# City of Home Rehab Program

Date of Request: [Select Date]

Anticipated Date of Homeowner Contract Execution: [Select Date]

## Request for NEPA & CEQA Clearance

Ge	neral Project Information			
1,	Applicant's Name(s)			
2.	Property Address			
3,	Assessor's Parcel Number (APN)			
4.	Structure Type & Architectural Style			
5.	Year Property Built			
4.	Description of Project Scope			
7.	Estimated Rehab Cost			
Ple	ase attach the following docum	ents with your request.		
4.	Property Photos (Include full front & back photos of property) Photo Takes On:			
۹.	Property Title Report			
10.	Property Appraisal Report			

#### **Annual Action Plan**

The AVANT-GARDE team will develop an Annual Action Plan that supports the objectives and strategies outlined in five-year Consolidated Plan. Specific benchmarks / performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.

# Consolidated Annual Performance & Evaluation Report (CAPER)

The Consolidated Annual Performance and Evaluation Report (CAPER) provides annual performance reporting on client outputs and outcomes that enables an assessment of grantee performance in achieving the housing stability outcome measure. The CAPER, in conjunction with the Integrated Disbursement Information System (IDIS), fulfills statutory and regulatory program reporting requirements and provides the grantee and HUD with the necessary information to assess the overall program performance and



accomplishments against planned goals and objectives. The Performance Evaluation Report will be prepared pursuant to HUD regulations and guidelines. The evaluation will consist of a review of each individual activity to determine how well Strategic Plan objectives were addressed. It will also demonstrate how well the programs promoted Fair Housing goals and objectives. Housing programs will be reviewed to determine if affordable housing goals were met and/or exceeded. City representatives will review and provide comments on the draft CAPER which the consultants will incorporate into the finalized version and will be available to make presentations at the City Council when requested. AVANT-GARDE will submit the final report to HUD via the IDIS portal as required.

# Program Methodology & Management

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of South Gate, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We will be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, the City will receive services and product deliverables that are founded



on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

<u>Stakeholders and Community Outreach:</u> AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. AVANT-GARDE can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

## 2. Client Satisfaction

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Director provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary and are mutually incorporative. Daily contact by the Project Director with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing



costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

# 3. <u>City Provided Support</u>

Ms. Montoya will serve as the point person. She is familiar with the City process and will aim to prepare concise communications with staff on an as needed basis. By utilizing staff with unique experience and expertise in HUD programming, AVANT-GARDE is well versed and able to problem solve the many anticipated issues. The goal is to get the City back on track with HUD compliance. As an extension of the City team, our goal is to collaborate with staff and to do this we, the consultants, will secure an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program. Regular **Communication:** The basic elements of this collaboration include regular and consistent communication with the City's staff. Regular meeting dates and times will be established as a means to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. City Staff Review & Comment: The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline. Data Sharing: We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested to understand where gaps may exist and where new data may need to be developed.



# SECTION 4. PRIOR EXPERIENCE

The professional staff of AVANT-GARDE well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to businesses, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with several varied consulting services.

As it relates to this RFP for CDBG and HOME Grant Administration services, the AVANT-GARDE staff assigned to this project have provided similar services for the cities of Lynwood, Montebello, Bellflower, El Monte, **South Gate**, Cudahy, Pico Rivera, and Moreno Valley.



# South Gate | CDBG & HOME Coordination and Management Services

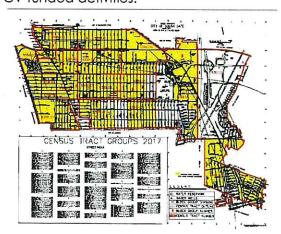
AVANT-GARDE has provided HUD Program Management Services to the City of South Gate since 2018. Our scope of work includes preparation of the Annual Action Plan and program development and support including Action Plan amendments; 2020 Consolidated Plan development and support including community outreach and all amendments; preparation of the 2019-2020 Consolidated Annual Plan Evaluation Report (CAPER); preparation and adoption of updated HOME and CDBG policies and procedures; program and financial compliance requirements (IDIS) and local financial procedural support; and manage program operations for all CDBG and HOME programs including reporting and administration. Program administration support has included building out new programs and establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's new Small Business Retention and Creation Grant Program.

Services have included working with the City to correct and respond to HUD Office of Inspector General (OIG) audit findings. Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws. Most recently, we are assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact Dianne N. Guevara Management Analyst

Project Completion Ongoing

> Type of Funding HOME / CDBG





CITY OF SOUTH GATE

2017-2018 ACTION PLAN

FUNDING SOURCE ALLOCATIONS: COMMUNITY DEVELOPMENT BLOCK CRANT (CDBG) BOME NVENTMENT PARTNERSHIPS GRANT (BOME)

> 20 11.2.2020



# Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through HUD. As such, AVANT-GARDE provides on-going program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings. resulting in significantly reducing the number of findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. AVANT-GARDE continues to monitor and implement the CDBG Service Program, working with local subrecipients to ensure adherence to HUD program requirements, including the development of tracking processes and timely submittal of subrecipient activities and reimbursements. AVANT-GARDE recently assisted the City with developing their updated ConPlan and Analysis of Impediments which includes all related community outreach and coordination with city staff and community stakeholders.

Client Contact Joseph Palombi Deputy Director of Planning/Community Development

Project Completion Ongoing

> Type of Funding HOME / CDBG







# Lynwood | HUD Program & Compliance Management

AVANT-GARDE was hired by the City of Lynwood to provide Community Development (Housing) services, which include the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. On-going administration of the HUD program included: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including sub-recipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation Property Rehabilitation Programs; responsibility of financial management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. Currently, AVANT-GARDE is assisting with the Housing Rehabilitation Program, Environmental Reports for capital improvement projects, and Labor Compliance.

Acting City
Manager
Project Completion
Ongoing

Client Contact

Michelle Ramirez

Type of Funding HOME / CDBG





# Cudahy | CDBG Administration & Housing Rehabilitation Services

AVANT-GARDE was hired by the City of Cudahy to provide technical assistance for the administration and implementation of the City's CDBG projects. Responsibilities include the preparation of the on-line "Agreements to Implement" annual CDBG programs with LACDC and the preparation of processing of any necessary amendments to the "Agreement to Implement" for ongoing projects. Duties include, coordination with City staff to gather all necessary documentation for LACDC program monitoring and audit preparation, preparation and completion of LACDC and HUD reports and documents, ensuring administration of all applicable federal, state, and local laws, rules, regulations, and policies are adhered to and the overall administration of the housing rehabilitation program, including collecting data and preparing necessary reports for the City, CDC and HUD. In addition, AVANT-GARDE provides CDBG financial management assistance, acts as a City liaison and representative to the LACDC, and administers CDBG funded projects through applicant file review and income qualification, property inspections, and bid administration, including the coordination of pre-construction meetings with the LACDC, contractors, property owners, and staff.

Client Contact Jenny Hernandez Human Resources Manager

Project Completion
On-going

Type of Funding CDBG







# Bellflower | Housing Management Services

AVANT-GARDE provides oversight of the HOME and CDBG program for the City of Bellflower. Activities include implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; income qualification of program applicants; preparation of CAPER; project management on Affordable Housing development projects, and management of the CBDG Public Services program. AVANT-GARDE has updated HOME, CDBG, and Code Enforcement policies in accordance with HUD requirements, provided technical assistance to update and amend the Action Plan, Consolidated Annual Performance and Evaluation Report, and other reporting documents as required by HUD including the 2020 5-year Consolidated Plan and Al. Most recently, assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact Jim DellaLonga Director of Economic Development

Project Completion Ongoing

> Type of Funding HOME / CDBG







# El Monte | HOME & CDBG Compliance & Monitoring

AVANT-GARDE is assisting the City of El Monte with program management of HOME, CDBG and ESG programs. Services include project management of the public services program; management of CDBG funded CIP's; oversight of the 5-year Consolidated Plan, Al and Annual Action Plan; on-site monitoring and compliance review; and technical assistance to update and amend the CAPER. Staff assisted the City with preparation of the Housing Rehabilitation Program Guidelines. We also assisted the City with preparing bid packages for the rehabilitation of City-owned properties and worked with the City's selected relocation services consultant to coordinate the temporary displacement of tenants at City-owned properties while improvements were constructed and monitored rental properties. Most recently, assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Betty Donavonik
Community
Development
Director

Project Completion Ongoing

Type of Funding HOME / CDBG / ESG







# Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was retained by the City of Moreno Valley to assist with committing HOME funds for two affordable housing projects facing a lapse of funds. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which included coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide a variety of services including Project Management services to carry out two rental projects; monitoring the Emergency Solutions Grants (ESG) program and its subrecipients including review of policies & procedures, eligibility requirements, reporting & performance measurements, administrative costs, procurement, and recordkeeping; updating and preparation of the Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.

Client Contact Dena Heald Financial Operation Division Manager

Project Completion Ongoing

> Type of Funding HOME







# Pasadena | Housing Management Services

AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Client Contact Julie Gutierrez Assistant City Manager

Project Completion 2011

Type of Funding HOME / CDBG







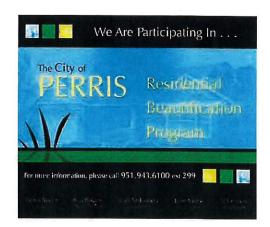
# Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Client Contact Richard Belmudez City Manager

Project Completion 2007







# **Public Outreach Experience**

We are unique among consultants in that our expertise and experience in branding, marketing, graphic design, web development, public relations, community outreach, project management, program analysis, implementation, and publication has been developed from both a client's and user's perspective. Our specialized knowledge of public agency allows us to tailor-make programs that provide maximum results. Whether we are working on a specific project or a long-term campaign, our clients will always receive our unique blend of expertise, ensuring their goals are reached. Our team works with all key players in implementing a successful program, including agency staff, contracted project managers, community leaders, and elected officials.

AVANT-GARDE has leveraged several community projects into highly visible, highly successful efforts that have effectively crossed lines of color, culture, and language to mobilize and motivate, change social mindset, educate, and create awareness.

Community outreach equals empowerment. More than disseminating information, AVANT-GARDE elicits community dialogue. Through advocacy and inclusion, a community is balanced and strengthened. These long-lasting benefits are the result of the techniques employed by our staff in communities throughout Southern California where we specialize in serving multi-lingual diverse communities. Our team develops effective messages and coordinates events that draw attention to the agency's continued commitment to the community. We build communication tools that maximize community input and participation.

# Outreach activities include:

- Refine and Finalize Project Scope
- Identify and Prioritize the Audience
- Develop Message / Theme
- Select Communication Channels
- Conduct Community Outreach Events such as Meetings and Surveys
- Identify Concern and Reply

Our team has produced materials that have effectively reached diverse communities and have helped create awareness, educate, mobilize and change social behavior. In



every case the creative collateral was developed with the input of community stakeholders (task forces, advisory committees, etc.) as well as target audiences themselves. AVANT-GARDE has always recognized and valued the voice of the community in communication efforts in education and outreach campaigns.

The following is a sample of services provided to some of our municipal clients:



Montebello - Developed Community Development marketing materials, a city-wide newsletter, grant writing, quarterly recycling newsletter, labor compliance and fund administration. In an effort to improve the downtown business district, the City Montebello undertook a project to fully revitalize

Whittier Boulevard in the heart of downtown Montebello. The total project cost was in excess of \$10 million. Due to the number of businesses and residents impacted, a comprehensive community outreach and awareness campaign was implemented.

Components of the campaign included ongoing resident and business notification, convenient community input meetings, monthly project newsletter, construction impact support to businesses, and development of a community festival held at project completion, which became an annual event for many years. Implemented the outreach component of the Safe Routes to School grant award for La Merced Elementary, La Merced Intermediate, and Wilcox Elementary schools including creating, producing, and delivering a driver awareness banner to each school.







**Bell Gardens** – Provided construction management support services for the Ford park project, project management services, fund administration, grant writing, program development, and community outreach services.





AVANT-GARDE administered the Safe Routes to School Education Outreach Program which included development of a point website, of contact materials, a bilingual magazine and outreach activities

implement the Bell Gardens Safe and Healthy Kids Program. The Program consisted of a comprehensive mix of Education, Encouragement, Enforcement, and Evaluation designed to educate students and adults on the health benefits and safe practices of walking and bicycling to school.



**South Gate** – In concert with the construction of a new elementary school, the City of South Gate needed to widen streets to accommodate the anticipated increased traffic. The neighborhood streets were narrow and therefore the planned widening had a significant impact on residences landscaped yards, irrigation systems, driveways and walkways. Outreach services included the design and development of project brochures and meeting notices; facilitation of numerous community

meetings; production of presentation materials and power point. Materials were developed to communicate the Project's purpose and need, benefits, project description and schedule. All materials and presentations were in English and Spanish.

**Perris** - Developed and administered the City's Housing Rehabilitation Program. Promotional materials were developed which assisted with public awareness and kept residents and local interests informed.







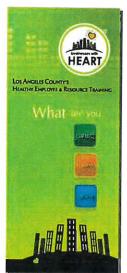
Industry - (SR57/SR60 Confluence Project) The Confluence Project is a phased program of improvements to improve traffic flow on Grand Avenue and within the SR-57 and SR-60 Interchange. The project consists of widening Grand Avenue, adding on and off-ramps, and the addition of bypass lanes to significantly reduce the weaving and

resulting congestion and accidents. Key stakeholders include Los Angeles County Metro;

Los Angeles County Districts 1 and 4 Supervisors; Los Angeles County Parks and Recreation Department; Caltrans; 121 million commercial and personal commuters that pass through the confluence annually; area residents and businesses in Diamond Bar, Industry, Walnut, Rowland Heights, Pomona, and Chino Hills; the Los Angeles and Long Beach Ports; and elected officials California representing and the four adjacent counties of Los Angeles, Orange, San Bernardino, and Riverside. Outreach



services included design of project logo and branding, development of point of contact materials including project brochures, folders, handouts, design and development of the Freetheway.org website, and community outreach efforts inclusive of presentations and public hearings to garner support for the project. AVANT-GARDE coordinated a Caltrans sponsored public meeting held in Diamond Bar and coordinated with Caltrans on the Environmental Impact Report (EIR).



Los Angeles County Health Department – administered the Los Angeles County Tobacco Control & Prevention Program. Provided health related training and presentations, identified target populations, conducted outreach, developed and conducted presentations and meetings to target populations to promote smoking

cessation services. Also assisted in the development of the Program tool kit, media kit, educational content and all other program related documentation. Maintained all administrative reports and invoices and ensured all contract requirements were met. As well as Monitored program expenditures and overseeing all budget revisions.

Los Angeles County: for the Cities of Carson & Long Beach – Outreach team held community meetings to ensure participation and to solicit input in the hopes of reaching consensus regarding the Compton Creek and Dominguez Flood Risk Mitigation Alternatives Study.

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# **Labor Compliance Experience**

Listed below are projects whereby AVANT-GARDE provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted in gray were funded with Community Development Block Grant (CDBG) funds or required Section 3 monitoring.

# City of Lynwood

- Palm Ave. Water Improvements; In Progress; CON Cost: \$1,113,682
- Virginia Ave. Improvements; In Progress; CON Cost: \$929,412
- Duncan, Edgebrook, Elmwood, Fernwood, Harris & Lavinia Pavement Rehab; In Progress; CON Cost: \$191,000
- Sanborn Ave. & Mulford Ave. Parking Lot Improvements; In Progress; CON Cost: \$326,434
- Go Green Energy & Solar Project; In Progress; CON Cost: \$7.3 million
- Hulme Ave. Improvements; In Progress; CON Cost: \$618,401
- Peach & Le Sage Improvements; In Progress; CON Cost: \$1,712,255
- City Hall North & Tenant Improvement; In Progress; CON Cost: \$795,000
- ATP Cycle 2 Community Linkages; In Progress; CON Cost: \$2,053,967
- Bullis Rd. Improvements; In Progress; CON Cost: \$437,000
- Capistrano Ave Improvement; In Progress; CON Cost: \$781,743
- Emergency Generator; In Progress; CON Cost: \$824,000
- Fertile St. Improvements; Completed: April 2020; CON Cost: \$181,266
- Duncan Ave. Improvements; Completed: October 2019; CON Cost: \$829,000
- Louise Ave. Improvements; Completed: July 2019; CON Cost: \$1,553,000
- Virginia Ave. Improvements; Completed: October 2019; CON Cost: \$1,540,000
- Palm Ave. Improvements; Completed: October 2019; CON Cost: \$300,000
- Street Rehab & Water Main Upgrade for Birch; Completed: September 2018; CON Cost: \$1,189,000
- Street Rehab & Water Main Upgrade for Beechwood Ave; Completed: November 2018; CON Cost: \$1,671,000
- Bateman Hall Roof Replacement Project; Completed: May 2018; CON Cost: \$370,800
- Sidewalk Improvement Project; Completed: April 2018; CON Cost: \$94,820



- Emergency Reservoir/Booster Valve Replacement; Completed: June 2018; CON Cost: \$108,745
- City Park T-Ball; Completed: July 2018; CON Cost: \$392,961
- Long Beach Blvd Ph. 2; Completed: August 2019; CON Cost: \$3,128,879
- Long Beach Blvd Ph. 1; Completed: August 2019; CON Cost: \$3,589,849
- Olanda Street Improvements; Completed: January 2019; CON Cost: \$261,000
- Citywide Slurry Seal; Completed: December 2018; CON Cost: \$511,000
- SCADA Upgrade; Completed: December 2018; CON Cost: \$754,000
- Water Distribution Sample Stations; Completed September 2018; CON Cost: \$121,000
- Thorson Ave. Water Line; Completed: August 2018; CON Cost: \$115,220
- Water Well No. 5; Completed: December 2017; CON Cost: \$45,000
- Water Well No. 8; Completed: March 2018; CON Cost: \$11,221
- Water Well No. 11; Completed: September 2017; CON Cost: \$54,620
- Water Well No. 19; Completed: June 2017; CON Cost: \$54,620
- Bus Stops Improvements; Completed: April 2017; CON Cost: \$370,917
- City Hall Annex; Completed: October 2017; CON Cost: \$5,472,000
- HSIP Pedestrian Improvements; Completed: October 2017; CON Cost: \$412,000
- Street & Water Main Improvement Wisconsin Ave; Completed: October 2017; CON Cost: \$644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost: \$410,458

## City of Temple City

- Temple City Blvd; Completed: January 2018; CON Cost: \$314,500
- El Monte Ave; Completed: January 2018; CON Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012; CON Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: \$599,000
- Traffic Signal Ellis Lane; Completed: June 2010; CON Cost: \$112,000
- Traffic Signal Rosemead, Longden and Broadway; Completed: January 2011;
   CON Cost: \$236,500

# City of Alhambra

2020 Street Improvements; In Progress; CON Cost: \$325,000



- Almansor Park Improvement Project; Completed April 2018; CON Cost: \$1,755,944
- Almansor Park Open Space Improvements; Completed April 2018; CON Cost; \$129,122
- Emery Park Restroom Rehab; Completed April 2018; CON Cost: \$38,857.50
- Lindaraxa Park Pillar Reconstruction; Completed March 2018; CON Cost: \$33,600
- Atlantic Blvd at Main St ADA; Completed: January 2018; CON Cost: \$53,450
- Almansor Security Light Replacement; Completed: December 2016; CON Cost: \$67,960
- Almansor Jogging Trail Reconstruction; Completed: December 2016; CON Cost: \$60,000
- Almansor Playground Rubberized Resurfacing; Completed: May 2017; CON Cost: \$85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing –
   Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: \$50,000
- Almansor Picnic Shelter Replacement; Completed: August 2015; CON Cost: \$55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: \$4,598
- ADA Improvements; Completed: April 2014; CON Cost: \$13,325
- Almansor Gym Flooring; Completed: April 2016; CON Cost: \$30,100

## City of South Gate

- Seaborg House Relocation; Completed: April 2020; CON Cost: \$369,000
- Citywide Concrete Repairs Phase V & Walnut Street Parking Lot; Completed:
   October 2018; CON Cost: \$687,000

## City of Hermosa Beach

CDBG ADA Improvements; Completed: July 2019; CON Cost: \$161,100

## San Gabriel River Water Committee

Water Gate Improvement; Completed: January 2020; CON Cost: \$1,217,700

## City of Cudahy

- Clara and Cudahy Park Restroom Rehab; In Progress; CON Cost: \$288,556
- ATP Cycle 1; Completed: October 2017; CON Cost: \$1,003,933
- HSIP Cycle 6; Completed: July 2019; CON Cost: \$233,000
- Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost: \$151,980



# City of Montebello

- Montebello Blvd. Bike Lane & Sidewalk Improvements; In Progress; CON Cost: \$5,766,226
- Bus Shelter Improvements; Completed: February 2019; CON Cost: \$1,749,549
- Pavement Repairs & Skin Patching; Completed: January 2018; CON Cost: \$142,673
- 10th Street Improvements; Completed: November 2017; CON Cost: \$125,905
- Traffic Signal Upgrades Various; Completion: 2016 CON Cost: \$860,000
- Washington Blvd Ph. II; Completed: October 2016; CON Cost: \$812,852
- Alley Improvement; Completed: September 2015; CON Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: \$429,381
- Traffic Signal-Montebello Way; Completed: October 2016; CON Cost: \$726,640
- Safe Routes to School; Completed: August 2013; CON Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: \$1,600,000
- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: \$ 172,000
- Whittier Boulevard Revitalization Phase 1; Completed: 2009; CON Cost: \$8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: \$138,988

## Metro

- Cesar Chavez Transit Pavilion; In Progress; CON Cost: \$1,908,107
- MBL Track & System Refurbishment; In Progress; CON Cost: \$67,953,655
- MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit; In Progress; CON Cost: \$3,258,500
- Div. 5 Re-roofing & Div. 7 Concrete Repair; Completed: March 2020; CON Cost: \$3,258,500
- Westside Purple Line Extension; Completed: October 2019; CON Cost: \$244,000,000
- Pavement Replacement at Division 7; Completed: November 2018; CON Cost: \$1,500,000
- Westside Subway Extension; Completed: January 2017; CON Cost: \$20,250,000



- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: \$4,800,120

# City of La Mirada

- Neff Historical Site Restoration; Completed: June 2019; CON Cost: \$245,454
- Traffic Signal-Artesia Blvd/Industry Circle; Completed: December 2017; CON Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: \$4,700,000, \$650,121, \$1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: \$377,388
- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: \$635,000

# City of Bell Gardens

- HSIP Cycle 8; In Progress; CON Cost: \$480,409
- Gage Ave Rehab; In Progress; CON Cost; \$257,000
- Citywide Safety Enhancement; Completed: November 2018; CON Cost: \$1,117,050
- Suva Street Rehab; Completed: September 2017; CON Cost: \$242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: \$247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; CON Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: \$714,000
- Federal Safe Routes to School: Completed: August 2012; CON Cost: \$321,000
- Foster Bridge: Completed: January 2013; CON Cost: \$163,000
- Florence Place; Completed: February 2015; CON Cost: \$190,954



# City of Pico Rivera

- Senior Center Flooring Renovation; In Progress; CON Cost: \$92,500
- Durfee Avenue ADA Ramp Improvements; Completed February 2018; CON Cost: \$86,750
- Commercial Façade; Completed: March 2018; CON Cost: \$126,213
- Commercial Façade; Completed: May 2018; CON Cost: \$48,180
- Citywide Roadway Improvements; Completed: May 2016; CON Cost: \$269,213
- Commercial Façade; Completed: June 2014; CON Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: \$2,400,000

# City of Huntington Park

- Pacific Blvd Lighting & Beautification; Completed: February 2019; CON Cost: \$871,707
- Splash Pad; Completed: September 2017; CON Cost: \$719,440
- Middleton SRTS; Completed: November 2017; CON Cost: \$369,740

# City of Commerce

Washington/Yates; Completed: July 2018; CON Cost: \$719,220

## City of El Monte

- Fletcher "Fetch" Dog Park; In Progress; CON Cost: \$800,000
- Downtown Parking Structure; Completed: December 2017; CON Cost: \$1,197,425

# **City of South El Monte**

- Peck and Rush Traffic Signal & Light Modification; In Progress; CON Cost: \$609,000
- Senior Center Restroom Renovation; In Progress; CON Cost: \$76,800

## City of West Coving

Senior Center Restroom Renovation; In Progress; CON Cost: \$230,000

# City of Monterey Park

 ADA Curb Ramps & Sidewalk Repairs; Completed: December 2018; CON Cost: \$269,450

# City of Baldwin Park

Ramona Blvd Phase I and II; Completed: 2011; CON Cost: \$2,450,000

# City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: \$365,000



Slauson Avenue; Completed: September 2008; CON Cost: \$827,000

# City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; CON Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: \$320,000
- City Hall Elevator; Completed: September 2005; CON Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: \$305,000
- Senior Center; Completed: November 2008; CON Cost: \$91,587.00
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; CON Cost: \$224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: \$300,000
- Main Street; Completed: 2009; CON Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: \$741,477.16
- Street Overlay; Completed: 2009; CON Cost: \$224,620
- Slurry Seal; Completed: March 2009; CON Cost: \$274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: \$123,066.10

## Women's and Children Crisis Shelter

Outreach Center Improvements; Completed: October 2008; CON Cost: \$66,000

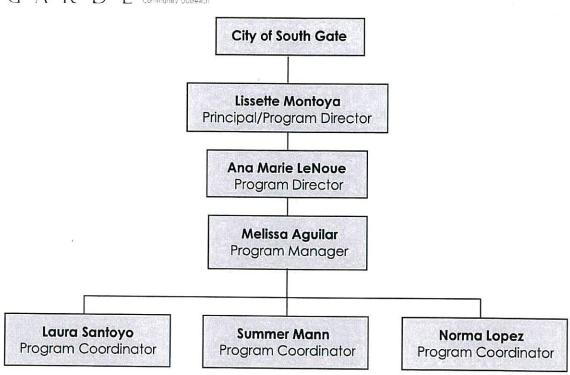


# SECTION 5. PROGRAM TEAM & MANAGEMENT

To provide exceptional services to the City of South Gate, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Montoya, will serve as the Program Director or key person whom the City will have day to day interaction with and who will be the sole point of contact. Ms. Montoya will oversee all assigned staff and ensure successful administration of program and document development. Our Program Director will be supported by our in-house Program Director-Ana Marie LeNoue, Program Manager-Melissa Aguilar, Program Coordinator-Norma Lopez, Program Assistant-Laura Santoyo, and Program Assistant-Summer Mann.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Montoya and Ms. LeNoue have served as municipal employees prior to joining the firm. As such, AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and fast paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Montoya, Ms. Aguilar, Ms. Lopez, and Ms. Santoyo are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.







## Lissette Montoya

Principal / Program Director

# **Years of Experience:** 18+ years

#### **Education:**

B.S. Business
Management,
California State
Polytechnic University
Pomona

A.A. General Studies, Mount San Antonio College

#### Professional Affiliations:

National Women Political Caucus – LA Metro National Association of Professional Women

Ms. Montoya has 18 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Director, Ms. Montoya will oversee all assigned staff and ensure successful administration of the Program. Ms. Montoya's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

#### RELEVANT EXPERIENCE

Ms. Montoya and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Montoya also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Montoya has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as well as Consolidated Plans and assisted with the public hearing



process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris, South Gate, Bell Flower and Pasadena.



#### **Ana Marie LeNoue**

Principal / Program Director

Years of Experience: 27+ years

**Education: B.S.** Business Management, University of Phoenix

Ms. LeNoue has over 30 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. Ms. LeNoue is capable of overseeing the CDBG public services program, identifying and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 16 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Public Services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

#### **RELEVANT EXPERIENCE**

Currently a member of the CDBG Management Team responsible for the Cities of Montebello, Lynwood, Pico Rivera, South Gate, and Bellflower Public Services portion of the program inclusive of managing the sub-recipients, program marketing and facilitating presentations for various portions of their HUD programs including Housing Rehabilitation Program, updating policies and procedures, and providing coordination between HUD and City staff. Assisted the City of Montebello to reach HUD compliance by overcoming numerous findings received in previous program fiscal years. Currently assisting the Cities of Montebello and Bellflower with developing their Consolidated Plan and Analysis of Impediments.

Currently providing oversight and coordination with the City of Moreno Valley's Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.



## Melissa Aguilar

Program Manager

## Years of Experience 10+ years

#### Education

MLIS Candidate, San Jose State University, CA

B.A. English, CA

Ms. Melissa Aguilar has over 10 years of experience in Federal and local programs and has been with AVANT-GARDE since 2020. Ms. Aguilar has extensive experience in the non-profit sector with a focus on youth workforce development programs. Her duties have included program development, implementation, management, data validation, subrecipient management, staff management, and compliance. Ms. Aguilar's role in AVANT-GARDE includes project management related to Capital Improvement Projects (CIP), Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Ms. Aguilar's role in this program will include monitoring of files, reports, and important dates Scripps College, Claremont, and assisting an as-needed support basis.

#### RELEVANT EXPERIENCE

#### City of Cudahy

Coordinates project activities for the City's CDBG program. Monitors CDBG-funded projects, activities, and sub-recipients to ensure grant performance and compliance are met. Prepares and submits necessary reporting into the LACDA system. Assists with the preparation of City and HUD-required reports for submission.

#### City of South Gate

Monitors CDBG-funded projects, including setting up and providing oversight to a business assistance program. Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission.

#### City of El Monte

Provides support to CDBG projects, including setting up and providing oversight to a business assistance program and rental assistance program. Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission.

#### City of Pico Rivera

Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission

#### City of Lynwood

Provides assistance in tracking the progress of priority Capital Improvement Projects. Coordinates and prepares ad hoc



committee meetings and supporting documentation. Creates and maintains tools to monitor project progress.

#### Youth Policy Institute

As an Assistant Director, was responsible for developing, implementing, managing, and executing seven federally-funded contracts. Was responsible for program development, implementation, and staff management. Created and implemented program policies and procedures, maintained compliant participant files. Prepared quarterly performance reports, and prepared documents for all federal monitoring visits.



## Norma Lopez

**Program Coordinator** 

# Years of Experience 2 years

#### Education

B.S. in Urban and Regional Planning with Urban Design Option -

California State Polytechnic University, Pomona Ms. Norma Lopez has two years of experience in Federal and local programs and is a recent addition to the AVANT-GARDE team. Ms. Lopez has worked within the realm of City Planning and Economic and Community Development for the City of Ontario where her duties included conducting qualitative and quantitative research, analyzing and interpreting data and statistics, and preparing staff reports, and reviewing grant proposals.

As a Program Coordinator, Ms. Lopez works in conjunction with the project managers of the company and serves as a liaison to provide support on various projects. Ms. Lopez assists by writing grant proposals, assisting in determining eligible projects, and providing advisement of program requirements. Ms. Lopez also assists in the successful administration of funding requirements and program management. Her responsibilities have included interfacing with Federal, State and Local Agencies to define, develop and manage project scopes, schedules, and cooperative agreements.

After assisting the in developing a strong project plan that best meets the goals and objectives of the grant, Ms. Lopez utilizes her grant writing skills to create narrative with clear, specific language which focuses the reviewer's attention and increases the likelihood of funding the proposed project. Ms. Lopez is adept at researching information to assist in her development of project narrative and building a strong argument for a competitive project.

#### RELEVANT EXPERIENCE

#### Avant Garde Inc.

- Prepares Environmental Reviews for CDBG funded programs and projects.
- Provides assistance monitoring El Monte's CIPs and City programs that are funded through HUD.
- Assisted in creating, implementing, and reviewing South Gate's Business Grant Program, while ensuring compliance with HUD guidelines and CDBG regulations.
- Assisted in creating, implementing, and managing El Monte's Small Business Grant Program while ensuring compliance with HUD guidelines and CDBG regulations.
- Prepares staff reports and presentations for projects and programs that require Council approval.
- Researches program and grant guidelines to provide support to various local agencies.



#### City of Ontario

- Provided information and assisted the public in interpreting City codes and development standards.
- Processed applications such as: Zoning Verifications, Business Licenses, Temporary Use Permits, Sign Permits, and Conditional Use Permits.
- Served as Project Planner for entitlement projects for new development including subdivision reviews, zoning determinations, and conditional use permits to present before hearing bodies such as the Zoning Administrator, Development Advisory Board, and Planning Commission.
- Conducted Geographic Information System (GIS) analysis and research for the Planning Department and Engineering Department Mobility Division.
- Coordinated community outreach for the Advanced Planning Division
- Reviewed grant proposals and final grant submittals when required.
- Assisted in program management for grant funded community programs for the Healthy Ontario Initiative.



#### **Summer Mann**

**Program Coordinator** 

**Years of Experience:** 5+ years

As a Program Assistant, one of Ms. Mann's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. Mann enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Ms. Mann also follows up with project contractors to ensure timely delivery of all required documents. Ms. Mann also monitors contracts to ensure that all applicable DBE and labor compliance requirements and mandates are adhered to, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, prepares non-compliance notices to effectuate contractor compliance and prepares close-out reports. In addition, she also assists in bid evaluations and participates at prebid and pre-construction conferences and/or meetings as needed to review contractor compliance obligations.

#### RELEVANT EXPERIENCE

#### Los Angeles Metropolitan Transportation Authority (MTA):

- \$244M Westside Purple Line Extension Project Adv. Utility Relocation for Section 3
- \$1.9M Pavement Replacement Division 7
- \$3.2M Immediate Remedial Measures for Division 5 Re-Roofing and Division 7
- \$3.2M MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit
- \$67.9M MBL Track & System Refurbishment
- \$1.9M Construction of Cesar Chavez Transit Pavilion

#### City of Alhambra

- \$1.8M CDBG Almansor Park Improvement Project
- \$129k CDBG Open Space Improvements
- \$276k CDBG Almansor Park Field Lighting Project
- \$453k ADA Improvements project
- \$38K Emery Park Restroom Rehab
- \$34K Lindaraxa Park Pillar Reconstruction
- \$325K Street Improvements

#### City of Commerce

\$719k Sidewalk & TS Improvement Project



#### City of Bell Garden

- \$1.1M Citywide Safety Enhancement
- \$257K Gage Ave Rehab
- \$480K HSIP Cycle 8

#### City of Cudahy

- \$289k Clara And Cudahy Park Restroom Rehab
- \$233K HSIP Cycle 6

#### City of Hermosa Beach

\$161K CDBG ADA Improvements

#### City of El Monte

- \$1.2M Downtown Public Parking Improvement Project
- \$800k Fletcher Dog Park

#### City of Huntington Park

\$3.7M Pacific Blvd Improvements

#### City of La Mirada

• \$230k CDBG Funded Neff Park Historical Restoration

#### City of Lynwood

- \$5.5M City Hall Annex
- \$3.6M Long Beach Blvd., Phase I
- \$3.1M Long Beach Blvd., Phase 2
- \$371K Bateman Hall Roof Replacement
- \$410k Street Improvement Project
- \$644k CDBG Funded Street and water main Improvement
- \$181K Fertile St Improvements
- \$1.1M Palm Ave Street and Water Improvements
- \$929K Virginia Ave Street Improvements
- \$919K Various Streets Pavement Rehab
- \$326K Parking Lot Improvements
- \$7.3M Go Green Energy & Solar Project
- \$618K Hulme Ave Street Improvements
- \$1.7M CDBG Street and Water Improvements
- \$795K City Hall Improvements
- \$2M ATP Community Linkage
- \$437K Bullis Road Street Improvements
- \$782K Capistrano Ave Improvements
- \$824K Emergency Generator Project
- \$829K Duncan Ave Improvements
- \$1.6M Louise Ave Improvements
- \$300K Palm Ave Improvements
- \$1.2M Birch Street and Water Main Upgrade
- \$1.7M Beechwood Street and Water Main Upgrade
- \$95K Sidewalk improvements
- \$108K Emergency Reservoir
- \$393K T-Ball Park



- \$115K Thorson Ave Water Line
- \$4511K Citywide slurry Seal
- \$754K SCADA Upgrade
- \$121K Water Distribution Sample Station

#### City of Montebello

- \$5.8M Montebello Blvd Bike Lane & Sidewalk Improvements
- \$1.8M Bus Shelter Improvement

#### City of South Gate

\$369k CDBG – Seaborg House Relocation

#### San Gabriel River Water Committee

• \$1.2M Watergate Improvement Project

#### City of South El Monte

- \$609K Peck and Rush Traffic Signal and Light Modification
- \$77K Senior Center Restroom Renovation

#### City of West Covina

• \$230k Senior Center Restroom Renovation

#### City of Pico Rivera

- \$87k CDBG Durfee Ave ADA Ramp Improvements
- \$108k CDBG Funded Commercial Façade Phase II
- \$44k CDBG Funded Commercial Façade Phase III
- \$92k CDBG Senior Center



# Laura Santoyo

**Program Coordinator** 

## Years of Experience:

12+ years

#### **Education**:

B.A. Sociology and Spanish, University of California, Santa Barbara Ms. Santoyo has twelve years of experience in administrative and program services and has been with AVANT-GARDE since 2017. Her overall experience includes project management and coordination for CDBG and HOME programs.

Before joining the AVANT-GARDE team, Ms. Santoyo worked with the Oldtimers Foundation in coordinating the Nutrition Program. She was responsible for attending meetings and trainings, supervising quality control of the kitchens and their staff, procuring food and supplies, and inputting entries into the LA Get Care database.

Ms. Santoyo has assisted in completing tasks related to both CDBG and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files, site inspections, qualifying applicants, and assisting the Program Managers on an as needed support basis.

#### RELEVANT EXPERIENCE

# Cities of Lynwood, Montebello, Cudahy, El Monte, Bellflower, and South Gate

Assists with the rehab program by reaching out to potential applicants, income qualifying applicants, performing site inspections, preparing work write ups, drafting bid invitations, reviewing bids, and processing loan/grant documents in accordance with program guidelines and procedures. Maintains project files and assists in preparation for HUD site monitoring. Performs on-site document review and inspections for HOME assisted rental housing units.



#### SECTION 6. REFERENCES

Below is a list of references that can be contacted. A description of responsibilities, work performed, and key personnel is provided in Section 4 – Prior Experience and Section 5 – Program Team and Management.

#### Dianne Guevara, Management Analyst

City of South Gate, 8650 California Ave, South Gate, CA 90280 (323) 563-9500

#### Joseph Palombi, Director of Community Development

City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

#### Jim DellaLonga, Director of Economic Development

City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

#### Alma Martinez, City Manager

City of El Monte, 11333 Valley Blvd, El Monte, CA 91731, (626) 580-2001

#### Michelle Ramirez, Interim City Manager

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310)603-0220

#### Dena Held, Financial Operations Division Manager

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3519

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AVANT-GARDE is proposing the not-to-exceed fee amount of \$149,705.

A CONTRACTOR OF THE PARTY OF TH	The state of the s		City of 30	outh Gate - F	ee Proposa						
	Progra	m Director	Progra	Program Manager		Program Coordinator		<b>Program Assistant</b>		Sub-Total	
Tasks/Milestones	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost	
		\$ 125		\$ 105		\$ 85		\$ 75			

# 1. Administration of CDBG &

#### **HOME Programs**

- --Establish program timelines, goals, and objectives
- -- Document control and management
- --Policy development and review
- -- Audit Preperation and Oversight
- --Financial compliance requirements (IDIS) and local financial procedural support
- --Develop monitoring plans and execute plans
- --Manage CHDOs
- --Enforce/monitor prevailing wages

SUBTOTAL	416	\$52,0	00.00	450	\$47	7,250.00	375	\$31,	875.00	120	\$ 9,00	0.00	1361	\$ 140,125.00
2. Preparation of Annual Action									<del></del>			-		 
Plan	16	\$	2,000	26	\$	2,730	10	\$	850		\$	-	52	\$ 5,580.00
3. Preparation of CAPER	13	\$	1,625	21	\$	2,205	2	\$	170		\$	-	36	\$ 4,000.00
YEAR ONE TOTAL	445	\$55,6	625.00	497	\$ 52	2,185.00	387	\$32,	895.00	120	\$ 9,00	0.00	1449	\$ 149,705.00

Hours may be interchanged amongst staff and tasks based on the needs identified and availability of City funds; Hourly rates shall remain constant for the term of the agreement.

No additional costs will be billed to the City; such as travel, duplication of materials, binding, mailing etc.



The following discounted hourly rates were used in establishing our fee:

Program Director	.\$125
Program Manager	.\$105
Program Coordinator	.\$85
Funding Specialist	.\$85
Program Assistant	\$75

It should be noted that our hourly rates are fully loaded. No additional costs will be billed to the City such as travel, duplication of materials, binding, mailing, etc.

### AMENDMENT NO. 3 TO CONTRACT NO. 3407 FOR ADDITIONAL ADMINISTRATIVE SERVICES FOR THE CDBG AND HOME PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.

This Amendment No. 3 to Contract No. 3407 for Additional Administrative Services for the Community Development Block Grant and Home Investment Partnership Programs ("Amendment No. 3") is made and entered into on May 25, 2021, and retroactively effective November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

#### RECITALS

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000);

WHEREAS, on November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term for an additional year, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705); and

WHEREAS, City and Consultant desire to execute Amendment No. 3 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 3, to include additional as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2022, in an amount not to exceed One Hundred Twenty Eight Thousand, One Hundred Fifty Dollars (\$128,150), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Five Hundred Eighty Two Thousand Eight Hundred Fifty Five Dollars (\$582,855).

# NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. MODIFICATION TO AGREEMENT.
  - 1.0 SCOPE OF WORK. Consultant agrees to expand its services and perform the tasks identified in Exhibit "A". The Scope of Work may be amended from time to time by way of a written directive from City.
  - 2.0 TERM OF AGREEMENT. The term of this Amendment No. 3 is effective May 25, 2021 through and including November 24, 2022.
  - 3.0 COMPENSATION. The amount of compensation paid by City to Consultant for the additional work identified in Exhibit "A" shall not exceed One Hundred Twenty Eight Thousand, One Hundred Fifty Dollars (\$128,150). The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Five Hundred Eighty Two Thousand Eight Hundred Fifty Five Dollars (\$582,855). No additional compensation shall be paid for any other expenses incurred.
- 2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

ATTESTED:

Carmen Avalos, City Clerk (SEAL)

APPROVED AS TO FORM:

CITY OF SOUTH GATE:
By: Al Rios, Mayor
Dated:
AVANT-GARDE, INC.:
By Ana Marie LeNoue, President
Dated: 5.26.2021

### Exhibit "A"



May 13, 2021

Chris Jeffers
Interim City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject:

Request for Contract Amendment

Dear Mr. Jeffers:

It is with great pleasure that I provide you this proposal to provide management of the Housing Department which administers HOME, CDBG and Section 8 funded programs.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including but not limited to your City, METRO and the Cities of Temple City, Pasadena, Industry, Pico Rivera, Montebello, La Puente, Lynwood, Moreno Valley, Norwalk, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, Ventura, Palm Springs, Burbank, Manhattan Beach, Monterey Park, La Mirada, and South Gate.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service.

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

#### Scope of Work

The City is requesting our firm to provide staff augmentation services because of recent staff changes. In addition, the City has implemented additional programs that require administration from our staff. We will continue to provide services as outlined in our existing professional services agreement that is in effect until November 24, 2021.



The budget increase is requested to cover the City's request to provide:

- 1. Interim Housing Management Services
- 2. Assistance of the Emergency Rental Assistance Program
- 3. Assistance of the Small Business Grant Program
- 4. Administration of the Commercial Façade Program.

Our team will work alongside current staff to ensure that the program objectives are met and train in-house and/or new staff as needed.

#### **Schedule & Compensation**

Avant-Garde is committed to working with the City on an as-needed basis. We have established a projected budget based on the current needs of the City and the time remaining on our existing contract. Our staff will be available to work at City hall based on the hours and days established by the Director. Our fee below, indicates a breakdown of the hours estimated per week and the respective hourly rate. Our fee will be billed on a time and material basis. We are requesting a budget increase in the amount of \$128,150.00.

	C	ast Propas	al - Additi	on	al Scope						
Progra	m [	Director	Progra	m ľ	Manager		T. C		s	ub-Total	
Hours	\$	Rate 110	Hours	4	Rate	Hours	ė	Rate	Hours		Cost
	\$			\$			\$	<u>-</u>		·s ·	10 1 5 S
	\$	52,800		\$	_		\$		480	5	52,800.00
	\$	-		\$		, 280	\$	18,200		<u> </u>	18,200.00
	\$			\$		4701	s			<u> </u>	30,550.00
							_				50,550.00
	\$	_	280	\$	26,600		\$		280	\$	26,600.00
-	\$			\$	-		\$		0	\$	
480	\$	52,800.00	280	\$	26,600.00	750	\$	48,750.00	. 1510	<u>.</u> \$	128,150,00
									TOTAL	\$	128,150.00
	Hours 480	Program I Hours \$ \$ 480 S \$ \$ \$ \$ \$	Program Director Hours Rate \$ 110  \$ - 480 \$ 52,800  \$ - \$ - \$ - \$ -	Program Director Progra Hours Rate Hours \$ 110  \$	Program Director Program I Hours Rate Hours \$ 110 \$  \$ 480 \$ 52,800 \$  \$ - \$  \$ 5 - \$  \$ 6 - \$  \$ 7 -	Hours   Rate   Hours   Rate   95	Program Director         Program Manager Housing Rate         Hours         Rate Hours         Hours         Rate Hours         Program Housing         Hours         Hours         Hours         Hours         Program Housing         Hours         Hours         Hours         Program Housing         Hours         Hours         Hours         Program Housing         Hours         Hours </td <td>  Program Director</td> <td>Program Director         Program Manager         Program Coordinator/ HousIng Specialist           Hours         Rate         Hours         Rate         Hours         Rate           \$ 110         \$ 95         \$ 65           \$ -         \$ -         \$ -           480         \$ 52,800         \$ -         \$ -           \$ -         \$ -         280         \$ 18,200           \$ -         \$ -         470         \$ 30,550           \$ -         \$ 280         \$ 26,600         \$ -           \$ -         \$ -         \$ -         \$ -</td> <td>Program Director         Program Manager         Program Coordinator/ HousIng Specialist         S           Hours         Rate         Hours         Rate         Hours         \$ 65           \$ 110         \$ 95         \$ 65         \$ 0           \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ 480         \$ 18,200         280           \$ - \$ \$ - \$ 470         \$ 30,550         470           \$ - 280         \$ 26,600         \$ - 280           \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$          \$ 0</td> <td>Program Director         Program Manager         Program Coordinator/ HousIng Specialist         Sub-1           Hours         Rate         Hours         Rate         Hours         Rate         Hours         Rate         Hours         Aso         \$         -         \$         65         -         \$         -         0 \$         \$         -         \$         -         0 \$         \$         -         480 \$         \$         -         480 \$         \$         -         480 \$         \$         -         480 \$         \$         -         -         480 \$         \$         -</td>	Program Director	Program Director         Program Manager         Program Coordinator/ HousIng Specialist           Hours         Rate         Hours         Rate         Hours         Rate           \$ 110         \$ 95         \$ 65           \$ -         \$ -         \$ -           480         \$ 52,800         \$ -         \$ -           \$ -         \$ -         280         \$ 18,200           \$ -         \$ -         470         \$ 30,550           \$ -         \$ 280         \$ 26,600         \$ -           \$ -         \$ -         \$ -         \$ -	Program Director         Program Manager         Program Coordinator/ HousIng Specialist         S           Hours         Rate         Hours         Rate         Hours         \$ 65           \$ 110         \$ 95         \$ 65         \$ 0           \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ 480         \$ 18,200         280           \$ - \$ \$ - \$ 470         \$ 30,550         470           \$ - 280         \$ 26,600         \$ - 280           \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$          \$ 0	Program Director         Program Manager         Program Coordinator/ HousIng Specialist         Sub-1           Hours         Rate         Hours         Rate         Hours         Rate         Hours         Rate         Hours         Aso         \$         -         \$         65         -         \$         -         0 \$         \$         -         \$         -         0 \$         \$         -         480 \$         \$         -         480 \$         \$         -         480 \$         \$         -         480 \$         \$         -         -         480 \$         \$         -



AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or 323-371-5530.

me at 909-979-6587 or 323-371-5530.			
Sincerely,			
Lissette Montoya	ec.	e e	

Acceptance of Proposal:

Lissette Montoya Vice President

City of South Gate

# **CITY MANAGER'S OFFICE**

# City of South Gate

MAR 16 2022 8:06 Am

AGENDA BILL

For the Regular Meeting of: March 22, 2022
Originating Department: City Manager's Office

# SUBJECT: APPOINTMENT TO THE TWEEDY MILE ADVISORY BOARD

**PURPOSE:** This item was added to the Agenda at the request of Vice Mayor Maria del Pilar Avalos to make an appointment to the Tweedy Mile Advisory Board and to allow the City Council to make appointments to City Commissions, Committees, and Boards.

**RECOMMENDED ACTION:** Vice Mayor Maria del Pilar Avalos will consider making an appointment to the Tweedy Mile Advisory Board of Mr. Adolfo Varas. In addition, the Vice Mayor wants to replace Mr. Adolfo Varas from the Parks & Recreation Commission with Ms. Lizette Ruiz. These appointments would be effective April 1, 2022, if approved by the City Council. The appointments must be ratified by a majority vote of the City Council.

Removal from the Parks & Recreation Commission of any sitting Commissioner is governed by SGMC 1.09.060, which states "In the event a City Council Member files a written request with the City Manager for the removal of the Commissioner he/she appointed to serve on the Parks and Recreation Commission, then the necessary vote to effectuate such removal shall be a three-fifths vote; however, one of the voting City Council Members must be the City Council Member who appointed the Commissioner to serve on the Parks and Recreation Commission."

Vice Mayor Avalos has spoken to both residents and conveyed this information. Both have graciously accepted the opportunity to serve the community in these new roles.

FISCAL IMPACT: None.

ANALYSIS: None.

**BACKGROUND:** The City Council may appoint at their individual discretion, a representative to serve on the Planning Commission, Parks & Recreation Commission, Civil Service Commission and Citizens Advisory Committee. Pursuant to Ordinance No. 2286, adopted on September 27, 2011, the Tweedy Mile Advisory Board members are appointed to staggered, three-year terms. All appointments must be ratified by a majority vote of the City Council.

**ATTACHMENT:** Roster of City Commissioners and Committee Members

Council Member Revised: 07-08-21	Planning Commission \$125/Meeting 1st & 3rd Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 <sup>nd</sup> Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens Advisor \$25/Mee Meets as r	eting	
Maria del Pilar Avalos Elected: 03-03-2020 End of Term: November 2024	Jenny Perez Appointed: 05-12-2020	Appointed:05-12-2020		d: 05-12-2020 Appointed: 11-10-2020 Appointed: 10-27-2020 Lizette Ruiz		VACANT  Janet Cazares Appointed:05-12-2020
Denise Diaz  Elected: 03-07-2017 End of Term: November 2022	Diego Sepulveda Appointed: 05-12-2020	John Robert Montalvo Appointed: 04-09-2019	Irene Jensen Appointed: 04-25-2017	Darlene Lopez Appointed: 05-12-2020 Briggitte Garza	Jacquelyn Saucedo Appointed: 05-12-2020 Christina Montalvo	
Maria Davila  Elected: 01-28-2003  End of Term: November 2024	Jose Delgado Appointed: 01-10-2017	Jennifer Cypert Appointed: 02-10-2003	William John Currie (Bill) Appointed: 01-27-2015	Marie De Lourdes Castillo Appointed: 02-18-2003  Cyndi Esquivel Appointed: 04-12 2011	Virginia Johnson Appointed: 02-22-2005  Anthony Zepeda Appointed: 05-27-2014	
Al Rios Elected: 03-07-2017 End of Term: November 2022	Fabiola Inzunza Appointed: 11-26-2019	Joshua Barron Appointed: 04-25-2017	Juan Carlos Mendez Appointed: 04-25-2017	Angelica Martinez Appointed: 04-25-2017  Susan F. Janer Appointed: 05-09-2017	Juliano A. Jarquin Appointed: 05-09-2017 Benigno Nunez Appointed: 05-09-2017	
<b>Gil Hurtado</b> Elected: 03-03-2020  End of Term: November 2024	Jose De La Paz Appointed: 05-12-2020	Alan D. Flores, II Appointed: 05-12-2020	Robbie C. Hicklin Appointed: 04-28-2015	Candice Esquivel Appointed: 05-12-2020  Jovanna Laborin Appointed: 09-25-2018	Norma Mendoza Appointed: 05-12-2020  Jimmy Torres Appointed: 07-14-2015	

Council Member	South Gate Tweedy Mile Advisory Board  1st Monday at 5 pm		
Maria del Pilar Avalos	Maribel Chaidez		
Elected: 03-03-2020 End of Term: November 2024	Appointed: 09-11-2018 Term expires: 01-31-2022		
<b>Denise Diaz</b>	Joshua Barron		
Elected: 03-07-2017 End of Term: November 2022	Appointed on 10-09-2018 by Al Rios for Denise Diaz <b>Term expires: 01-31-2022</b>		
Maria Davila	Angela Lucero		
Elected: 01-28-2003 End of Term: November 2024	Appointed on 06-22-2021 Term expires 06-22-2024		
Al Rios	Victor Zamudio		
Elected: 03-07-2017 End of Term: November 2022	Appointed: 05-26-2020 Term expires 01-31-2021		
Gil Hurtado	Sylvia Masushige		
Elected: 03-03-2020 End of Term: November 2024	Appointed: 05-12-2020 Term expires: 01-31-2023		

# **Commission for South Gate Youth**

Meets the first Tuesday of every month at 6:00 p.m., in the Civic Center Community Room The Commissioners are appointed by the Chief of Police, subject to a majority vote of the City Council

Steve Costley Chairperson	<b>Bobbie Thompson</b>	Anthony Zepeda	Yodit Glaze	Juan Carlos Mendez
Esperanza Galvan	Daisy Banuelos			
South Gate High School Student Body President	Southeast High School Student Body President	International High School Student Body President		

MAR 15 2022 4:15 pm

# WARRANT REGISTER FOR COUNCIL MEETING 3/22/2022

**PARTI** 

apChkLst 03/02/2022

8:50:06AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank	: botw BAN	IK OF THE W	EST					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96077	3/2/2022 Voucher:	0013224	BEST ENVIRONMENTAL SUBS	CO-SG112221	11/22/2021	HYDROGEOLOGICAL PROFILING	17,375.00	17,375.00
96078	3/2/2022 Voucher:	00001028	CLA-VAL -WESTERN REGIONAL	827977	2/1/2022	PARK RESERVOIR CONTROL VA	5,212.61	5,212.61
96079		00004934	GAS COMPANY	115 800 9600 3 02	2/16/2022	BILLING PRD- 1/13/22-02/14/22	7,331.02	
`	Voucher:			013-900-7300-3 02	2/16/2022	BILLING PRD-01/13/22 -02/14/22	2,235.10	
				186 100 7200 3 02	2/16/2022	BILLING PRD- 01/13/22 -02/14/22	1,912.21	
				189 300 9500 7 2/	2/22/2022	BILLING PRD- 01/19/22 -02/17/22	1,716.17	
				049 200 7902 9 02	2/17/2022	BILLING PRD- 1/14/22 -02/15/22	431.54	
				045 400 7300 6 02	2/16/2022	BILLING PRD-01/13/22 -02/14/22	301.01	
				094 300 7500 3 02	2/18/2022	BILLING PRD-1/18/22 -02/16/22	143.31	
				126 300 9600 1 02	2/16/2022	BILLING PRD- 01/13/22 -02/14/22	21.53	
				083 407 6536 4 02	2/25/2022	BILLING PRD- 01/24/22 -02/23/22	20.31	14,112.20
96080	3/2/2022 Voucher:	00004865	SO CALIF EDISON	2/14/2022	2/14/2022	BILLING PERIOD:FEB 22	9,164.19	9,164.19
						Sub total for BANK	OF THE WEST:	45,864.00
	4 checks	in this report				Grand To	 otal All Checks:	45,864.00

Item No. 1

# WARRANT REGISTER FOR COUNCIL MEETING 3/22/2022

**PART II** 

apChkLst 03/02/2022

9:24:48AM

Final Check List
CITY OF SOUTH GATE

Bank: botw BA	NK OF THE W	/EST					
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Chook Total
96081 3/3/2022	00000437	AFLAC	Ben297033	3/3/2022	AMERICAN FAMILY LIFE INS.: PA	635.82	Check Total 635.82
Voucher: 96082 3/3/2022 Voucher:	00002417	AMERICAN FIDELITY ASSURAN	ICIBen297025	3/3/2022	AMERICAN FIDELITY (ABT): PAYN	307.54	307.54
96083 3/3/2022 Voucher:	0011469	CALIFORNIA DENTAL NETWOR	K, Ben297021	3/3/2022	CALIFORNIA DENTAL NETWORK	2,970.42	2,970.42
96084 3/3/2022 Voucher:	0012107	CALIFORNIA STATE DISBURSE	MIBen297041	3/3/2022	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
96085 3/3/2022 Voucher:	0011535	CDTFA	Ben297037	3/3/2022	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
96086 3/3/2022 Voucher:	00000438	COLONIAL INSURANCE CO.	Ben297019	3/3/2022	COLONIAL INSURANCE CO: PAYI	2,517.09	2,517.09
96087 3/3/2022 Voucher:	00002138	FRANCHISE TAX BOARD	Ben297035	3/3/2022	GARNISHMENT - FRANCHISE TA	1,362.91	1,362.91
96088 3/3/2022 Voucher:	0009920	OCSE CLEARINGHOUSE SDU	Ben297039	3/3/2022	GARNISHMENT - AR CHILD SUPF	324.00	324.00
96089 3/3/2022 Voucher:	00002421	POLICE MANAGEMENT ASSOCI	A <sup>*</sup> Ben297029	3/3/2022	POLICE MANAGEMENT ASSOC.	2,125.00	2,125.00
96090 3/3/2022 Voucher:	00000335	POLICE OFFICERS ASSOCIATION	NBen297031	3/3/2022	POLICE ASSOCIATION DUES: PA	5,600.00	5,600.00
96091 3/3/2022 Voucher:	0011466	PRINCIPAL LIFE INSURANCE CO	D. Ben297013	3/3/2022	PRINCIPAL DENTAL PPO (MISC):	29,472.90	29,472.90
96092 3/3/2022 Voucher:	0011467	RELIANCE STANDARD	Ben297015	3/3/2022	LONG TERM DISABILITY: PAYME	4,021.74	4,021.74
96093 3/3/2022 Voucher:	0007462	SHERIFF'S DEPARTMENT LA CO	NBen297027	3/3/2022	GARNISHMENT-SHERIFF'S COM	448.74	448.74
96094 3/3/2022 Voucher:	0011468	SUPERIOR VISION SERVICES, II	NBen297017	3/3/2022	SUPERIOR VISION MISC.: PAYME	3,779.14	3,779.14
96095 3/3/2022 Voucher:	00000334	UNITED WAY OF GREATER LOS	ABen297023	3/3/2022	UNITED WAY: PAYMENT	34.33	34.33
					Sub total for BANK	OF THE WEST:	54,286.30
15 checks	in this report.		ž.		Grand To	etal All Checks:	54,286.30

# WARRANT REGISTER FOR COUNCIL MEETING 3/22/2022

**PART III** 

apChkLst

03/15/2022 10:32:56AM

Final Check List
CITY OF SOUTH GATE

Bank	: botw BAN	K OF THE W	EST					
Check #	Date	Vendor		Invoice	Inv Date		Amount Paid	Check Total
96096	3/22/2022 Voucher:	00001467	ADMINISTRATIVE SERV. CO-OP	220127	1/31/2022	JAN 2022 SERVICES FOR DIAL-A	38,046.54	38,046.54
96097	3/22/2022 Voucher:	00003971	ADMINSURE INC.	14900	2/15/2022	MARCH 2022 WORKERS COMP (	9,409.00	9,409.00
96098	3/22/2022 Voucher:	00004372	AIRGAS USA, LLC	9122310531 9123210227 9121862759 9123215424	2/3/2022 3/1/2022 2/20/2022 3/1/2022	CARBON DIOXIDE FOR POOL INVENTORY PO/ SAFETY VEST INVENTORY PO/ SAFETY SUPPL INVENTORY PO/ SAFETY VEST	304.94 2,818.92 599.14	4 004 00
96099	3/22/2022 Voucher:	0011059	ALESHIRE & WYNDER, LLP, SUIT		1/31/2022	THRU 01/31/22 - PERSONNEL-LA	338.82 18,130.60	4,061.82 18,130.60
96100	3/22/2022 Voucher:	00000185	ALL CITY MANAGEMENT SERVICE	748383	1/26/2022	01/09/22-01/22/2022 SCHOOL CR	18,558.45	18,558.45

### Final Check List CITY OF SOUTH GATE

Bank: botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96101		00003399	ALVARADOSMITH	365673	2/28/2022	THRU 02/28/22 GENERAL PROJE	53.78	
	Voucher:			365704	2/28/2022	THRU 02/28/22 ATTEND SPECIAL	1,980.00	
				365706	2/28/2022	THRU 02/28/22 ATTEND SPECIAL	18,075.00	
				365679	2/28/2022	THRU 02/28/22 RE COSG ADV AN	2,281.58	
				365678	2/28/2022	THUR 02/28/22 PROMESTOR V C	110.00	
				365680	2/28/2022	THUR 02/28/22 AEGUELLO V COS	150.00	
				365681	2/28/2021	THRU 02/28/22 COSG ADV JAH H	148.00	
				365682	2/28/2022	THRU:02/28/22 RE:COSG ADV LL	328.25	
				365683	2/28/2022	THRU 02/28/22 COSG V LUCILA N	81.68	
				365676	2/28/2022	THRU 2/28/22 COSG REGARDING	15,072.50	
				365677	2/28/2022	THRU 02/28/22 COSG ADV ROBL	11,771.00	
				365674	2/28/2022	THRU 2/28/22 EMPLOYMENT MA	4,345.00	
				365701	2/28/2022	THRU 2/28/22 COSG ET EL ADV F	35.00	
				365702	2/28/2022	THRU 2/28/22 COSG ADV EVELIA	1,945.00	
				365703	2/28/2022	THRU 2/28/22 COSG ET AL ADV.	5,496.34	
				265689	2/28/2022	THRU 2/28/22 COSG RE IN RE NA	1,100.00	
				365690	2/28/2022	THRU 02/28/22 COSG ADV SG IN	1,127.45	
				365691	2/28/2022	THRU 02/28/22 COSG ADV NALLE	1,432.25	
				365692	2/28/2022	THRU 02/28/22 COSG ADV GABR	875.00	
				365693	2/28/2022	THRU 02/28/22 COSG ADV MARC	313.25	
				365694	2/28/2022	THRU 2/28/22 COSG ADV DEBRA	475.00	
				365695	2/28/2022	THRU 02/28/22 COSG ADV MARI/	2,819.05	
				365696	2/28/2022	THRU 2/28/22 COSG, ET AL. ADV	750.00	
				365697	2/28/2022	THRU 2/28/22 COSG, ET AL. ADV	2,730.10	
				365698	2/28/2022	THRU 2/28/22 COSG, ET AL. ADV	7,189.09	
				3655684	2/28/2022	THRU 02/28/22 COSG ADV ANTH	2,675.00	
				365685	2/28/2022	THRU 02/28/22 CODSG ADV SILV	225.00	
				365686	2/28/2022	THRU 2/28/22 COSG RE GOALS !	165.00	
				365687	2/28/2022	THUR 02/28/22 AEGUELLO V COS	75.00	
				365688	2/28/2022	THRU 02/28/22 COSG ADV LAYT(	22,590.21	
				365699	2/28/2022	THRU 02/28/22 CODSG ADV GLO	1,124.20	
				365700	2/28/2022	THRU 02/28/22 COSG ADV AALIY.	2,195.00	
				365675	2/28/2022	THRU 02/28/22 COMMUNITY DE	12,017.50	
				365672		THUR 2/28/22 IN REGARDING:CS	220.00	121,971.23

## Final Check List CITY OF SOUTH GATE

Bank: botw BAN	IK OF THE V	VEST (Continu	ued)				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96102 3/22/2022 Voucher:	0013345	AMERICAN ALUMINUM ACCE	ESSC104127	2/18/2022	ALUMINUM WINGS SET FOR K9	182.00	182.00
96103 3/22/2022 Voucher:	0013278	AMERICAN INTEGRATED SE	RVIC2019664	1/25/2022	SERVICES - AIS HAZARDOUS MA	3,924.00	3,924.00
96104 3/22/2022	00003098	AMERINAT	21-000181	2/3/2022	PROJECT 326		
Voucher:			21-000686	2/3/2022	PROJECT 326	325.85	
			21-00688	2/3/2022	PROJECT 326 PROJECT 146	309.05	
			21-00844	2/3/2022	PROJECT 146	109.20	
96105 3/22/2022	00005075	AT&T	17473764	1/19/2022		161.01	905.11
Voucher:			17552803	1/1/2022	BP -11/13/22-12/12/22-BAN: 93910	1,382.69	
			17556582	1/1/2022	BP-12/01/21-01/31/2021 BAN: 939	42.46	
			17621325	1/1/2022	12/1/21-12/31/21 BAN: 939106897	1,774.67	
			17621321	1/13/2022	12/13/21-1/12/22-BAN: 939103476	111.70	
			17621327	1/13/2022	12/13/21-01/12/22- BAN: 93910347	1,159.69	
			17621327	1/13/2022	12/13/21-01/12/21-BAN: 93910347	22.91	
			17621323	1/13/2022	12/13/21-01/12/22 BAN: 93910347	2,853.25	
			17621324	1/13/2022	12/13/21-1/12/2022 BAN: 9391034	17.67	
			17765826	2/13/2022	12/13/21-1/12/22- BAN: 939103476	672.24	
			17765824		01/13/22-2/12/22 BAN: 939103476	2,847.02	
			17765830	2/13/2022	01/13/22-02/12/22- BAN: 93910347	1,158.67	
				2/13/2022	01/13/22-02/12/22-BAN: 93910347	22.50	
			17765823	2/13/2022	01/13/22-2/12/22- BAN: 939103476	666.22	
			17765828	2/13/2022	01/13/22-02/12/22-BAN: 93910347	110.20	
			17765827	2/13/2022	01/13/22-02/12/2022 BAN: 939103	17.62	
			17699780	2/1/2022	BP-01/01/22-01/31/2022 BAN: 939	42.46	
			17703559	2/1/2022	01/01/22-01/31/22 BAN: 93910689	1,756.39	
			17412923	12/1/2021	11/01/21-11/31/21 BAN: 939106897	1,774.67	
			17409144	12/1/2021	BP-11/01/21-11/31/2021 BAN: 939	42.46	
			17473766	12/13/2021	11/13/21-12/12/2021 BAN: 939103	17.67	
			17473762	12/13/2021	11/13/21-12/12/21- BAN: 93910347	672.32	
			17473765	12/13/2021	11/13/21-12/12/21 BAN: 93910347	2,854.42	
			17473769	12/13/2021	11/13/21-12/12/21-BAN: 93910347	22.91	
			17473767	12/13/2021	11/13/21-12/12/21-BAN: 93910347	111.66	
06106 3/00/0000	00000000	ATOT MODULES:	17473763	12/13/2021	11/13/21-12/12/21- BAN: 93910347	1,159.69	21,314.16
	00003692	AT&T MOBILITY	875963643X010		01/09/22-02/8/22: MDCS DATA CA	19.12	
Voucher:			875963643x1216	82 2/24/2022	12/9/21-01/08/22: MDCS DATA CA	555.86	574.98

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Check # Date	Vendor		Invoice	Inv Data	Description		
96107 3/22/202				_ Inv Date	Description	Amount Paid	Check Total
Voucher:	,	ATLANTIC LOCK & KEY	01011	2/23/2022	SPECIALIZED KEYS FOR THE DE	166.90	166.90
96108 3/22/202 Voucher:	2 0010615	BEARCOM	5326121 5326131	2/1/2022	FEB 2022: BEARCOM-ANNUAL M	323.48	
96109 3/22/202	2 0013224	BEST ENVIRONMENTAL SÚBSU		2/1/2022	FEB 2022: BEARCOM-ANNUAL M	2,270.06	2,593.54
Voucher:			JRC08G0222122	2/21/2022	HYDROGEOLOGICAL PROFILING	6,065.00	6,065.00
96110 3/22/202 Voucher:	2 00002469	BOB BARKER COMPANY	INV1733622	2/17/2022	JAIL SUPPLIES: TOOTHPASTE, D	381.65	381.65
96111 3/22/202	2 0005554	CALIFORNIA BLDNG STANDARI	DSOCTOBER-DECE	3/1/2022	OCT-DEC 2021: BLDG STANDARI	368.10	368.10
Voucher:						300.10	306.10
96112 3/22/202 Voucher:	2 00004433	CARPENTER, ROTHANS & DUM	1040297	2/15/2022	01/31/22 RE: CANIZALES, DANIEI	14,079.40	14,079.40
96113 3/22/202	2 0013386	CASTILLO, JORGE	2				
Voucher:	2 0013300	CASTILLO, JORGE	1	2/22/2022	3/7/22: WATERCOLOR WORKSH(	240.78	240.78
96114 3/22/202	2 00003548	CDCE,INC	139626	2/24/2022	TEN PANASONIC MDC TOUGHB	8,985.38	0.005.00
Voucher:						0,900.30	8,985.38
96115 3/22/202	2 0005622	CLARK SEIF CLARK, INC.	071934	2/24/2022	TRANSMISSION ELECTRON MIC	1,900.40	1,900.40
Voucher:						.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,500.40
96116 3/22/202 Voucher:	2 0012872	CMR: ADOLFO VARAS	02/10/2022	2/14/2022	02/10/22 - PARKS COMMISSION I	75.00	75.00
96117 3/22/2022	0010904	CMR: BARRON, JOSHUA	2/10/22	2/14/2022	02/10/22 - PARKS COMMISSION I	75.00	75.00
Voucher:					32. 16,22 17 title Colliniosion 1	75.00	75.00
96118 3/22/2022	2 00003341	CMR: CYPERT, JENNIFER	2/10/22	2/14/2022	02/10/22 - PARKS COMMISSION I	75.00	75.00
Voucher:							70.00
96119 3/22/2022 Voucher:	2 0012713	CMR: DE LA PAZ, JOSE	NOV 21,JAN & FE	2/15/2022	NOV 2 2021 & NOV 16, 2021 JAN	625.00	625.00
96120 3/22/2022	0008971	CMR: DELGADO, JOSE G.	NOV 2-NOV 16 20	2/15/2022	NOV 2 2021 & NOV 16 2021 - PLA	250.00	250.00
Voucher:					10 2021 124	230.00	250.00
96121 3/22/2022	00004154	CMR: FLORES II, ALAN D.	02/10/2021	2/14/2022	02/10/22 - PARKS COMMISSION I	75.00	75.00
Voucher:						3 7.17.7	70.00
96122 3/22/2022 Voucher:	0010997	CMR: INZUNZA, FABIOLA	NOV 2021-FEB 20	2/15/2022	NOV 2 2021 & NOV 16, 2021 JAN	625.00	625.00
96123 3/22/2022	0011966	CMR: MONTALVO, JOHN ROBER	T2/10/22	2/14/2022	02/10/22 - PARKS COMMISSION I	75.00	75.0-
Voucher:		a to talk advantage account to the	ann ann <del>2007 ann an</del>		52. 15/22 - 1 / NATO CONNINISSION P	75.00	75.00

# Final Check List CITY OF SOUTH GATE

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Charle Tetal
96124	4 3/22/2022 Voucher:	0010131	CMR: PEREZ, JENNY	NOV 2021-FEB 20	76 - FE	NOV 2 2021 & NOV 16, 2021 JAN	625.00	Check Total 625.00
96125	5 3/22/2022 Voucher:	0012710	CMR:SEPULVEDA SOTO, DIEGO	NOV 2021-FEB 20	2/15/2022	NOV 2 2021 & NOV 16, 2021 JAN	625.00	625.00
96126	3/22/2022 Voucher:	0013322	COLUMBIA CAPITAL MANAGEME	El221000002	2/17/2022	2021: MUNI/VAULT SERVICES - P.	3,500.00	3,500.00
96127	7 3/22/2022 Voucher:	0011922	CONCENTRA MEDICAL CENTER	74337548 74483527	2/9/2022 2/3/2022 2/23/2022	DUI BLOOD DRAWS AND OK TO MEDICAL SERVICES FOR NEW E DUI BLOOD DRAWS AND OK TO	224.00 145.00 56.00	
96128	3/22/2022 Voucher:	0011159	CONSERVATION CORPS OF	74414040 QUARTER 4-20/2 QUARTER 3 QUARTER 4	12/14/2021	DUI BLOOD DRAWS AND OK TO Q4 FY 20/21 YOUTH EMPLOYME Q3 FY 21/22: YOUTH EMPLOYME	56.00 15,124.88 41,850.84	481.00
96129	3/22/2022 Voucher:	00001423	DAILY JOURNAL CORPORATION	B3556066	12/14/2021 2/17/2022	Q4 FY 21/22: YOUTH EMPLOYME 2/14/22: INCLUSIONARY HOUSIN	37,655.70 310.00	94,631.42
96130	3/22/2022 Voucher:	00000314	DAPEER ROSENBLIT & LITVAK L	B3556553 L19787 19788 19897	2/17/2022 12/31/2022 12/31/2021	2/17/22: CONDITIONAL USE PERI JAN 2022 - (ANINAL CONTROL/PO SPECIALIZED LEHAL SERVICES	265.00 4,034.83 172.00	575.00
96131	3/22/2022 Voucher:	00000696	DEPT OF CONSERVATION DIVISI		1/31/2022 3/1/2022	JAN 2022 - (ANINAL CONTROL/PO OCT-DEC 2021: STRONG MOTIO	333.60 788.55	4,540.43 788.55
	3/22/2022 Voucher:		DEPT OF JUSTICE-(DOJ) CENTR	<i>4</i> 561649	2/3/2022	JAN 2022 FINGERPRINT APPS-CI	194.00	194.00
	3/22/2022 Voucher:		EBERHARD EQUIPMENT	95697	12/9/2021	KABOTA EQUIPMENT REPAIR AN	112.33	112.33
	3/22/2022 Voucher:	0013387	EDLIN, LOPEZ	2022-0001	2/10/2022	INSTALLATION OF ART WORK FC	275.00	275.00
	3/22/2022 Voucher:	00004013	ELITE OPTICAL CO.	1626808 1624731	2/23/2022 2/23/2022 2/23/2022	SAFETY GLASSES FOR OSCAR I SAFETY GLASSES FOR DEANDF SAFETY GLASSES FOR JIMMY S	293.69 327.19 148.62	
	3/22/2022 Voucher:	00001917			2/23/2022 2/21/2022	SAFETY GLASSES FOR JUAN GO BADGES	327.19 295.98	1,096.69 295.98
	3/22/2022 Voucher:	0013187	FAST 5 SOUTH GATE 9, LLC	3964	2/25/2022	JAN 2022 (41) CAR WASH SRVS	221.40	221.40

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Check #	Date	Vendor		•				
		No.		Invoice	Inv Date	Description	Amount Paid	Check Total
96138	3/22/2022	00002026	FEDERAL EXPRESS CORPORA	TI 7-658-06851	2/11/2022	FEDEX PRIORITY OVERNIGHT	19.37	
	Voucher:			7-593-70062	12/10/2021		59.22	
				7-609-01247	12/24/2021	FEDEX FIRST OVERNIGHT	73.72	
				7-629-36463	1/14/2022	FEDEX FIRST OVERNIGHT	59.22	
				7-651-30585	2/2/2022	FEDEX FIRST OVERNIGHT	12.66	
				765130585	2/2/2022	FEDEX FIRST OVERNIGHT	59.22	
				7-657-10170	2/10/2022	JOHN BUCKOWSKI-STUDIO SPE	16.41	
06120	2/22/2022	0000004	F005-11015-1115-1	7-665-47020	2/18/2022	FEDEX FIRST OVERNIGHT	73.39	373.21
90139	3/22/2022	0008331	FORENSIC NURSE RESPONSE		3/1/2022	SART EXAMS SEXUAL ASSAULT	1,100.00	010.21
06140	Voucher: 3/22/2022	0040007	FRONTIER COMMUNICATION	12-07-2021	1/1/2022	SART EXAMS SEXUAL ASSAULT	1,100.00	2,200.00
90140	Voucher:	0010237	FRONTIER COMMUNICATIONS	562-197-1130-020	2/5/2022	2/5/2022-03/04/2022 DEDICATED	566.73	566.73
96141	3/22/2022	0009215	G&M OIL COMPANY, LLC	040.000				
	Voucher:	0000210	GRIVI OIL COMPANT, LLC	012-028	2/24/2022	MAY 2021: EXPRESS CAR WASH	300.00	
	vouorior.			012-029	2/24/2022	JUNE 2021: EXPRESS CAR WASI	175.00	
				012-030	2/24/2022	JULY 2021: EXPRESS CAR WASH	110.00	
				012-031	2/24/2022	AUG 2021: EXPRESS CAR WASH	75.00	
				012-035	2/24/2022	DEC 2021: EXPRESS CAR WASH	60.00	
				012-036	2/24/2022	JAN 2022: EXPRESS CAR WASHI	115.00	
				012-032	2/24/2022	SEP 2021: EXPRESS CAR WASH	85.00	
				012-033	2/24/2022	OCT 2021: EXPRESS CAR WASH	70.00	
96142	3/22/2022	00004934	GAS COMPANY	012-034	2/24/2022	NOV 2021: EXPRESS CAR WASH	80.00	1,070.00
	Voucher:	00001001	CAO COMI AIVI	113 798 0362 7 02	2/1/2022	BILLING PRD- 02/01/22-03/01/22	6,913.14	6,913.14
	3/22/2022	00004869	GOLDEN STATE WATER COMPAI	N63744100007 02/2	2/24/2022	DILLING DDD 04/04/00 00/00/00		
	Voucher:		SSEEL STATE VALUE COMMEN	103744100007 0272	2/24/2022	BILLING PRD- 01/04/22-02/02/22	471.51	471.51
	3/22/2022 Voucher:	0012678	HARDY & HARPER, INC.	22040-RET	1/27/2022	CONSTRUCTION OF THE CHAKE	26,556.23	26,556.23
	3/22/2022 Voucher:	0009879	HDL COREN & CONE	SIN014501	2/1/2022	CONTRACT SERVICES PROPER	3,375.00	3,375.00
	3/22/2022 Voucher:	0008788	HELPLINE YOUTH COUNSELING	OCTOBER 2021	1/14/2022	OCT 2021 RENTAL & UTILITY ASS	8,694.98	8,694.98
	3/22/2022 Voucher:	00001283	HODGE PRODUCTS, INC.	0482287-IN	2/9/2022	INVENTORY PO/ MASTER LOCKS	1,932.04	1,932.04
96148		00000268	HOME DEPOT CREDIT SERVICES	Cara recogniti		MISC SUPPLIES GROUNDS MAINT. SUPPLIES	406.09 14.17	420.26

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Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96149 3/22/20 Voucher:		HONEYWELL INTERNATIONAL	IN:5258716920	1/5/2022	FEB 2022: AMEND #1 TO CONTRA	8,861.10	8,861.10
96150 3/22/20 Voucher:		INK HEAD DESIGN & PRINTS	8946	12/13/2021	STICKERS FOR COPS4KIDS PRO	992.25	992.25
96151 3/22/20 Voucher:	00001010	INTERWEST CONSULTING GRO		2/23/2022	JAN 2022: PLAN CHECK SERVICI	10,853.14	
96152 3/22/20		J.G. TUCKER & SON INC.	75519	1/25/2022	DEC 2021: PLAN CHECK SERVIC	11,071.42	21,924.56
Voucher:			17082	1/21/2022	INVENTORY PO/ NITRILE GLOVE	2,481.51	2,481.51
96153 3/22/20. Voucher:	22 0005586	JOE A. GONSALVES & SONS	159665	2/16/2022	MARCH 2022 1ST QUARTER FILI	2,545.00	2,545.00
96154 3/22/20	22 00000430	JOHN L. HUNTER AND ASSOCIA	ATSG1W12110	12/31/2021	OCT 2021 PROFESSIONAL SER 7	2 540 00	
Voucher:			SG1W12111	12/31/2021	NOV 2021 PROFESSIONAL SERV	2,540.00	
			SG1W12112	1/19/2022	DEC 2021 PROFESSIONAL SERV	7,956.25	10 0== ==
96155 3/22/202	22 00003725	KENNEDY/JENKS CONSULTANT		2/4/2022	01/27/2022 AS-NEEDED WATER/	3,456.25	13,952.50
Voucher:				ZI-IIZOZZ	ONZINZOZZ AS-NEEDED WATER/	3,577.50	3,577.50
96156 3/22/202	22 0012763	KIMLEY-HORN AND ASSOCIATE	S 099815001-0921	9/30/2021	9/30/21 PROFESSIONAL SERVICI	2 704 00	
Voucher:			099815001-1021	10/31/2021	10/30/21 PROFESSIONAL SERVICE	2,791.02	
			099815001-1121	11/30/2021		5,405.62	
96157 3/22/202	22 0007294	KOA CORPORATION	JC11104-2	9/8/2022	PROFESSIONAL SERVICES FOR	5,058.64	13,255.28
Voucher:		THE TOTAL STATION	JC11104-1	8/11/2021	AUG 2021 REVIEW OF TRAFFIC I	2,101.43	
			JC11104		JULY 2021 REVIEW OF TRAFFIC	1,786.60	
			JC11104 JC11104-5C	2/28/2022	NOV 2021 ENGINEERING SERVIC	774.92	
				12/8/2021	NOV 2021 ENGINERRING SERVIC	2,340.00	
96158 3/22/202	2 0008150	L.N. CURTIS & SONS	JC11104-5A	12/6/2021	NOV 2021 REVIEW OF TRAFFIC I	347.09	7,350.04
Voucher:	.2 0000100	L.N. CONTIS & SONS	INV568714	2/14/2022	ACCESSORIES-FLASHLIGHT RIN	20.29	
voucifei.			INV566634	2/7/2022	SAFETY GLASSES AND EARMUF	130.98	
96159 3/22/202	2 0006905	LA COUNTY OUEDIEUS DEDART	CM30670		CREDIT: RETURNED PART, INVO	-122.42	28.85
Voucher:		LA COUNTY SHERIFF'S DEPART	N221971SG	2/17/2022	JAN 2022: FOOD FOR THE JAIL	388.36	388.36
96160 3/22/202 Voucher:	2 00001478	LAKESHORE	026174	12/20/2021	YOUTH PROGRAMS SUPPLIES	1,258.35	1,258.35
96161 3/22/202	2 00004292	LEVERAGE INFORMATION SYST	E2230591	2/11/2022	TIME AND MATERIAL SUPPORT (	2 406 22	
Voucher:			2230592	2/11/2022	TIME AND MATERIAL SUPPORT (	2,406.22	0.000.70
96162 3/22/202	2 00000455	LIBERTY FLAGS INC.	101179	2/23/2022	INVENTORY PO/ FLAGS	687.50	3,093.72
Voucher:	and the second s	transmission of the same same	.0.170	2,20,2022	INVENTORT FOI FLAGS	1,638.20	1,638.20

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Duin	C. Sour Brill	ii Coi III III	(Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96163	3/22/2022	00003754	LIEBERT CASSIDY WHITMORE	212120	1/31/2022	THUR 01/31/2022 GENERAL SER'	1,822.50	
	Voucher:			213025	1/31/2022	THRU 01/31/22 RE ADVICE RE DI	2,314.50	
				213036	1/31/2022	THRU 01/31/22 RE ADVICE RE IN	84.00	4,221.00
96164	3/22/2022	00004384	LIEN ON ME, INC.	10333068	2/11/2022	MEDICAL BILL REVIEW - J. OLIVA	219.36	.,
	Voucher:			10333067	2/11/2022	MEDICAL REVIEW FOR S. THIES	607.48	
				10333096	2/24/2022	MEDICAL REVIEW FOR J. BELTR	123.18	950.02
96165	3/22/2022	0012870	MARIELENA BIBRIESCA DE AREI	LMBWINTER02220	2/24/2022	1/18/22-2/22/22: TONE IT UP	385.00	000.02
	Voucher:			MBWINTER02220	2/24/2022	1/17/22-2/23/22: STEP AEROBICS	595.00	980.00
96166	3/22/2022 Voucher:	00000447	MISC - BLDG PERMITS	0200002499	2/28/2022	5756-B WILSON AVE PLAN CHEC	543.30	543.30
96167	3/22/2022 Voucher:	00000170	MISC - PKS & REC REFUND	262051	2/23/2022	REFUND: AFTER EVENT DEPOSI	319.00	319.00
96168	3/22/2022 Voucher:	00000170	MISC - PKS & REC REFUND	266354-refund	3/1/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
96169	3/22/2022 Voucher:	0011448	MNS ENGINEERS, INC.	79629	1/19/2022	DEC 2021 PROFESSIONAL SERV	8,100.00	8,100.00
96170	3/22/2022	0009426	MV CHENG & ASSOCIATES, INC.	2/28/2022A	3/6/2022	FEB 2022 PROFESSIONAL SERV	3,850.00	
	Voucher:			2/28/2022C	3/6/2022	FEB 2022 PROFESSIONAL SERV	4,980.00	
			•	2/28/2022D	3/6/2022	FEB 2022-PROFESSIONAL SERV	4,480.00	
				2/28/2022E	3/6/2022	FEB 2022 PROFESSIONAL SERV	8,520.00	
				2/28/2022B	3/6/2022	FEB 2022 PROFESSIONAL SERV	10,360.00	32,190.00
96171	3/22/2022	0012071	NADA BUS, INC.	50612	1/31/2022	1/27/22: SOLVANG TRIP - TRANSI	1,787.50	02,100.00
	Voucher:			50633	2/23/2022	2/20/22: PIRATES DINNER ADVEN	880.00	2,667.50
96172	3/22/2022	0009990	NATURE'S SELECT PET FOOD	104508	2/22/2022	DOG FOOD VEGA/MAILO (02/22/2	108.60	_,_,_,
	Voucher:			104924	3/1/2022	DOG FOOD VARELA/CARLO (03/I	108.10	
				104065	2/16/2022	DOG FOOD MENDEZ/OTIS (02/16	108.10	324.80
	3/22/2022 Voucher:	0007865	NET TRANSCRIPTS, INC	NT5198	8/5/2021	JULY 2021: IA TRANSCRIPTS/ TR	336.31	336.31
	3/22/2022 Voucher:	00003771	NETMOTION SOFTWARE, INC.	10062549	2/22/2022	NETMOTION UPGRADE FROM C	3,154.52	3,154.52
	3/22/2022	0012202	NUMA NETWORKS	31480	2/1/2022	02/01/22-02/28/2022 OFF-SITE BA	2,000.00	
	Voucher:			ACT - CANADA CONTROL - MO	3/1/2022	03/01/2022-03/31/2022 OFF-SITE	2,000.00	4,000.00
96176		0013158			8/18/2021	RI CK 93876: 8/18/2021 TRAINING	400.00	400.00

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Bank	: botw BAN	K OF THE W	EST	(Continued)				
heck #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check To
96178	3/22/2022	00001414	OFFICE DEPOT	226543797	001 2/18/2022	TONER & OFFICE SUPPLIES	884.17	
	Voucher:			226577920	001 2/21/2022	OFFICE SUPPLIES	29.54	
				230666082	001 2/24/2022	OFFICE SUPPLIES	226.76	
				225975411	001 2/3/2022	TONER & OFFICE SUPPLIES	494.89	
				228994283	001 2/17/2022	OFFICE SUPPLIES	64.66	
				224917639	001 2/9/2022	OFFICE SUPPLIES	145.22	
				225812907	001 2/3/2022	COFFEE DECANTER & OFFICE S	78.50	
				225813998	001 2/4/2022	OFFICE SUPPLIES	18.95	
				226820264	001 2/11/2022	OFFICE SUPPLIES	106.28	
				225906291	001 2/2/2022	<b>TONER &amp; OFFICE SUPPLIES</b>	895.41	
				225907165	001 2/2/2022	TONER	253.33	
				225907166	001 2/2/2022	OFFICE SUPPLIES	18.28	
				229811083	001 2/24/2022	OFFICE SUPPLIES	207.92	
				226808175	001 2/10/2022	10-PACK USB FLASH DRIVES	54.12	
				224868937	001	CREDIT: RETURNED PART, INVO	-6.60	
				226391243	001 2/9/2022	OFFICE SUPPLIES	68.77	
				226399473	001 2/9/2022	OFFICE SUPPLIES	6.11	
				226404593	001 2/8/2022	TONER	125.67	
				226965538		TONER & OFFICE SUPPLIES	386.98	
				227145759	001 2/17/2022	10-PACK USB FLASH DRIVES	111.99	
				224345396	001 2/1/2022	OFFICE SUPPLIES	258.04	
				224464769	001 2/2/2022	OFFICE SUPPLIES	33.62	
				221025008	001 2/17/2022	OFFICE SUPPLIES	173.53	
				222381424		ERGONOMIC CHAIR FOR CLAUE	485.09	
				226807940		OFFICE SUPPLIES	88.14	
				226808170		OFFICE SUPPLIES	83.35	
				2237588990		TONER	181.90	
				2283919650		OFFICE SUPPLIES	87.28	
				2223514440		TONER & OFFICE SUPPLIES	213.44	
				2261349280		TONER & OFFICE SUPPLIES	557.07	
				2295918540		TONER	138.44	
				2230140620		OFFICE SUPPLIES	23.53	
				2230179660		OFFICE SUPPLIES	56.24	
				2246775290		2-ERGONOMIC SIT-STAND CHAIF	423.34	
				2230179880		OFFICE SUPPLIES	20.35	

#### Final Check List CITY OF SOUTH GATE

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Bank: botw BANK OF THE WEST (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid** Check Total 229803279001 2/24/2022 **OFFICE SUPPLIES** 188.63 229803936001 2/25/2022 **OFFICE SUPPLIES** 6.82 229803937001 2/24/2022 3-PACK TWO-WAY RADIOS 82.68 229803941001 2/25/2022 6-PACK STOPWATCHES 58.42 227834777001 2/14/2022 STORAGE CABINET 241.66 227844349001 2/14/2022 **OFFICE SUPPLIES** 31.93 228583116001 2/24/2022 USB MEMORY, STACK DRAWER, 140.48 228995142001 2/17/2022 STORAGE CART & OFFICE SUPF 71.46 222350199001 CREDIT: RETURNED PART, INVO -24.24224190633001 1/31/2022 OFFICE SUPPLIES 11.01 227903089001 2/15/2022 **OFFICE SUPPLIES** 43.89 227903089002 2/28/2022 SELF-INKING STAMP 15.66 227630246001 2/11/2022 **OFFICE SUPPLIES** 223.86 227665612001 2/11/2022 **OFFICE SUPPLIES** 350.55 228927009001 2/17/2022 **TONER & OFFICE SUPPLIES** 438.71 228927009002 2/18/2022 **TONER** 86.94 222955253001 2/1/2022 **OFFICE SUPPLIES** 55.13 227844348001 2/11/2022 MONITORY PRIVACY SCREEN 101.42 9.119.32 96179 3/22/2022 00001414 OFFICE DEPOT 224676521001 2/4/2022 WORKPRO 9000ERGONOMIC CH 485.09 485.09 Voucher: 96180 3/22/2022 0012516 ORTIZ ENTERPRISES, INC **OEI NO 022** 2/4/2022 DEC 2021CONSTRUCTION SERV 8,100.00 Voucher: **OEI NO 023** 2/23/2022 CONSTRUCTION SERVICES FOF 10,000.00 18,100.00 96181 3/22/2022 00002769 PARIS LASER PRINTER REPAIR 28000 9/20/2021 LABOR ON LASERJET 600 M602 195.63 195.63 Voucher: 96182 3/22/2022 00003570 PD: MELENDREZ, DANIEL 1-3192 3/1/2022 FEB 14-18 2022 TRAINING INVES 1.530.87 1,530.87 Voucher: 96183 3/22/2022 00004717 PETTY CASH- GENERAL FUND - 1/5/22-2/22/22 2/23/2022 1/5/22-2/22/22: PETTY CASH RE( 637.48 Voucher: 3/9/22-3/10/22 3/10/2022 3/9/22-3/10/22: PETTY CASH RE( 531.01 1,168.49 96184 3/22/2022 00004713 PETTY CASH- PARKS & REC.DEP1/26/22-2/16/22 3/7/2022 1/26/22-2/16/22: PETTY CASH RE 296.88 296.88 Voucher: 96185 3/22/2022 00004714 PETTY CASH- POLICE DEPT. -10/21/21-2/4/2022 10/12/2022 10/21/2021-2/4/2022 PETTY CASH 606.01 606.01 Voucher: 96186 3/22/2022 00002335 PITNEY BOWES MAR 2022 3/10/2022 MAR 2022: RESERVE ACCOUNT 2.050.00 2,050.00 Voucher:

Voucher:

#### Final Check List CITY OF SOUTH GATE

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Bank: botw BANK OF THE WEST (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid** Check Total 96187 3/22/2022 0011257 PK: GUILMETTE, ROBERT RGWINTER0222 2/24/2022 1/17/22-02/23/22: YOGA 1,080.00 1,080.00 Voucher: 96188 3/22/2022 00004391 PK: PYRO SPECTACULARS, INC. 201-2 1/26/2022 FINAL PAYMENT: AZALEZ FESTIV 2,500.00 2,500.00 Voucher: 96189 3/22/2022 0010624 PK: SANCHEZ, MARIBEL MSWINTER0222 2/24/2022 1/22/22-2/19/22: ZUMBA 180.00 180.00 Voucher: 96190 3/22/2022 00003405 POWER DESIGN 41882 2/16/2022 UPS REPLACEMENT AND POWE 5,317.60 5,317.60 Voucher: 96191 3/22/2022 0005368 PRINTCO DIRECT 84424 2/16/2022 PRINTS SETS FOR CAPITAL IMPI 39.97 Voucher: 84342 1/19/2022 24"X36" BLUEPRINT COPIES -SG 178.05 84432 2/17/2022 PRINTS SETS FOR CAPITAL IMPI 498.33 84375 1/27/2022 24X36 PRINTS- SG FIRESTONE F 149.94 866.29 96192 3/22/2022 0012962 REGIONAL TAP SERVICE CENTEI6015539 JAN 2022: TAP BUS PASSES 1/31/2022 1,501.00 1,501.00 Voucher: 96193 3/22/2022 00004773 RET: ALMANZA, JOSEPH A MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 96194 3/22/2022 0009815 RET: AMEY, ISAAC D MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 96195 3/22/2022 0008275 RET: AROCHA, FRANCIS X. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,242.35 1.242.35 Voucher: 96196 3/22/2022 00001840 RET: BLASKA, WILLIAM MIKE MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 96197 3/22/2022 00004776 RET: CARTER, LLOYD B MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 96198 3/22/2022 00000495 RET: CHAVEZ, ANTHONY A MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 96199 3/22/2022 0006505 RET: CORBET, RONALD MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,242.35 1,242.35 Voucher: 96200 3/22/2022 00004777 RET: DAY, ROBERT A MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 96201 3/22/2022 0008746 RET: DELEON, RUBEN MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 96202 3/22/2022 0011326 RET: GALVAN, RAY A. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL

150.00

150.00

### Final Check List CITY OF SOUTH GATE

Bank : bo	otw BAN	K OF THE W	/EST (Continue	d)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96203 3/2. Voud	22/2022 cher:	0013282	RET: GARCIA, VIVIAN M.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96204 3/2: Vouc	22/2022 cher:	0006508	RET: GOMEZ, JOSEPH C.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96205 3/2: Vouc		0006509	RET: HAMMOND, DONNA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96206 3/22 Vouc		0010881	RET: KOOPMANS, WILLIAM O.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96207 3/22 Vouc		0010410	RET: LEO, FRANK	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96208 3/22 Vouc		00003833	RET: MOOMEY, STEVEN	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	518.00	518.00
96209 3/22 Vouc		00003798	RET: RANGEL, ARMANDO	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96210 3/22 Vouc	2/2022	00000458	RET: SEWELL, ELAINE	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96211 3/22 Vouc	2/2022	00000459	RET: SEWELL, KENNETH R	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
96212 3/22	2/2022	0007637	RSG, INC	1008036	11/30/2021	NOV 2021 HOUSING AUTHORITY	62.50	
Voucl	cher:			1008016	11/30/2021	NOV 2021 HOUSING AUTHORITY	2,156.25	
				1008037	11/30/2021	NOV 2021 HOUSING AUTHORITY	1,351.25	
				1008034	11/30/2021	NOV 2021 9001-19 LONG BEACH	5,150.00	
				1008033	11/30/2021	NOV 2021 9001-19 LONG BEACH	430.00	
				1008032	11/30/2021	NOV 2021 HOUSING SUCCESSO	1,657.50	
				1008035	11/30/2021	NOV 2021-13050 PARAMOUNT BI	1,802.50	
				1008008	11/30/2021	NOV 2021 GENERAL-ON CALL SE	281.25	
				1008010	11/30/2021	NOV 2021 GENERAL-ON CALL SE	2,563.75	
				1008011	11/30/2021	NOV 20211 GENERAL-ON CALL S	3,898.75	
				1008014	11/30/2021	NOV 2022 GENERAL-ON CALL SE	555.00	
				1008045	11/30/2021	NOV 2021: SUCCESSOR AGENC'	1,838.75	
				1008046	11/30/2021	NOV 2021: LRPMP PROPERTIES	1,166.25	
				1008009	11/30/2021	NOV 2021 GENERAL-ON CALL SE	2,995.00	
				1008012	11/30/2021	NOV 2021 GENERAL-ON CALL SE	31.25	
				1008013	11/30/2021	NOV 2021 GENERAL-ON CALL SE	9,005.00	
				1008015	11/30/2021	NOV 2021 GENERAL-ON CALL SI	40.00	34,985.00

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Bank: botw BANK OF THE WEST (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 96213 3/22/2022 00000557 SAN DIEGO POLICE EQUIPMENT 650850 2/16/2022 BUSCH PROTECTIVE BALLISTIC 2,469.60 2,469.60 Voucher: 96214 3/22/2022 00004864 SOUTHERN CALIFORNIA EDISON390563 4/22/2020 10115 GARFIELD AVE METER SE 320.73 320.73 Voucher: 96215 3/22/2022 0012750 SOUTHERN CALIFORNIA NEWS (0000533869) 1/31/2022 JAN 2022: PUBLIC NOTICES - CD 2,508.20 2,508.20 Voucher: 96216 3/22/2022 0012980 **SPECTRUM** 116996701022222 2/22/2022 02/21/22-3/20/22: CITY FIBER CIR 1,699.00 1,699.00 Voucher: 96217 3/22/2022 00004897 ST FRANCIS MEDICAL CENTER 10333096 2/24/2022 J. BELTRAN CLAIM 020922BJ 328.19 Voucher: 10333067 2/11/2022 S. THIESSEN CLAIM #120521TS 1,326,17 10332975A 1/19/2022 D. BONE CLAIM #103121BD 187.24 10333068 2/11/2022 J. OLIVAS CLAIM #0619210.J 328.19 2.169.79 96218 3/22/2022 0005394 STEVE SWAIN INVESTIGATOR 1429 2/19/2022 BACKGROUND INVESTIGATION I 1,354.95 Voucher: 1421 2/26/2022 BACKGROUND INVESTIGATION I 1,300.00 1428 1/31/2022 BACKGROUND INVESTIGATION I 334.95 1427 2/9/2022 BACKGROUND INVESTIGATION I 1,054.95 1426 2/9/2022 BACKGROUND INVESTIGATION | 1,000.00 1425 2/9/2022 BACKGROUND INVESTIGATION I 1,054.95 1424 2/9/2022 BACKGROUND INVESTIGATION I 1,054.95 7,154.75 96219 3/22/2022 00002639 STRADLING YOCCA CARLSON & 383258-0026 2/21/2022 01/31/2022 LONG BEACH BLVD H 4,583.50 4,583.50 Voucher: 96220 3/22/2022 0010270 STUDIO SPECTRUM, INC. 2022-06-AC 1/13/2022 STUDIO SPECTRUM, INC. 19,268.00 19.268.00 Voucher: 96221 3/22/2022 0012517 T.Y. LIN INTERNATIONAL 102201292 1/25/2022 OCT 20 21-DEC 31, 21 CONSTRU 4,385.18 4,385.18 Voucher: 96222 3/22/2022 0009039 **TETRA TECH** 51855381 1/28/2022 REMEDIATION ACTIVITIES 3500-: 15,112.43 15,112.43 Voucher: 96223 3/22/2022 0012474 THE HOME DEPOT DEPOT PRO 665636908 1/27/2022 INVENTORY PO/ SPRAY BOTTLE 616.29 616.29 Voucher: 96224 3/22/2022 00003706 THE SALVATION ARMY-BELL, SHEQUARTER 4 11/3/2021 APRIL 2021-JUNE 2021 HOMELES 11.233.21 Voucher: QUARTER 3 4/15/2021 JAN 2021-MARCH 2021 HOMELE: 11,113.94 22,347.15 96225 3/22/2022 00005111 TIMOTEO, VINEULA CSMFO 2022 - MII 2/18/2022 MILEAGE & PARKING: CSMFO CO 242.63 242.63 Voucher: 96226 3/22/2022 00003438 TRANS UNION-SOUTHERN CALI I01204583 1/25/2022 12/26/2021-1/25/22: CREDIT CHE( 41.79 41.79 Voucher:

### Final Check List CITY OF SOUTH GATE

Bank	: botw BAN	K OF THE WE	EST (Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
96227	3/22/2022 Voucher:	00003928	US BANK TRUST N.A.	788757000-APR/2	4/1/2022	APR 2022: COSG 2005 PENSION	167,814.33	167,814.33
	3/22/2022 Voucher:	0012817	UTILITY COST MANAGEMENT LL	(25184	2/25/2022	SEP 2021-DEC 2021: UTILITY AUI	2,088.99	2,088.99
	3/22/2022 Voucher:	00000379	VERIZON BUSINESS	05799829	2/25/2022	BILLING PRD- 01/15/22 -02/14/22	40.00	40.00
	3/22/2022 Voucher:	00001848	VERIZON WIRELESS	9898015020	1/23/2022	BILLING PRD- 12/24/21-01/23/22 -	7,967.16	7,967.16
	3/22/2022 Voucher:	0011258	VIATRON SYSTEMS, INC.	PJ8286-01	1/12/2022	CLOUD HOSTING FOR SCANNEI	6,875.00	6,875.00
	3/22/2022 Voucher:	00002593	WAXIE'S SANITARY SUPPLY	80664030 80682330	2/10/2022 2/17/2022	INVENTORY PO/ JANITORIAL SU INVENTORY PO/ JANITORIAL SU	4,385.60 381.85	
				80699072	2/17/2022 2/24/2022	FAC. MAINT. SUPPLIES INVENTORY PO/ JANITORIAL SU	1,969.30 2,289.62	
	3/22/2022 Voucher:	0009526	WEST COAST LIGHTS & SIRENS,		2/28/2022 2/22/2022	INVENTORY PO/ JANITORIAL SU EMERGENCY EQUIPMENT FOR	3,693.92 31,625.91	12,720.29 31,625.91
96234		0000032	WEST COAST MAILERS	10999 10997	1/18/2022 1/18/2022 1/18/2022 1/18/2022	OCT 2021-NOV 2021: JOB #12-12 NOV 2021-DEC 2021: JOB #12-15 OCT 2021-NOV 2021: JOB #12-13 NOV 2021-DEC 2021: JOB #12-14	2,367.67 1,858.72 2,014.37 2,119.90	8,360.66
	3/22/2022 Voucher:	00000561		13340076 13339735 13338993 13339456 13338992 13339454 13339455 13338789 13342066	1/13/2022 1/13/2022 1/12/2022 1/12/2022 1/17/2022 1/13/2022 1/13/2022 1/13/2022 1/13/2022 1/13/2022	ANNUAL PEST CONTROL AND E:	2,119.90 45.50 211.00 275.00 46.50 295.50 151.50 42.00 206.00 69.50	1,342.50
	3/22/2022 Voucher:	00001280		00622551 00622570	12/21/2021 1/27/2022 1/27/2022 1/27/2022	10/29/21 PROFESSIONAL SERVIC 12/31/21 AS-NEEDED ENGINEER 12/31/21 AS-NEEDED ENGINEER 12/31/22 AS-NEEDED ENGINEER	390.00 160.00 832.50 2,034.50	3,417.00

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Bank: botw BANK OF THE WEST (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 96237 3/22/2022 00003442 YOUNGBLOOD & ASSOCIATES, IN1644A 12/30/2021 PRE-EMPLOYMENT POLYGRAPH 300.00 Voucher: 1701A 2/22/2022 PRE-EMPLOYMENT POLYGRAPH 300.00 1706A 12/15/2021 PRE-EMPLOYMENT POLYGRAPH 300.00 1707A 1/15/2022 PRE-EMPLOYMENT POLYGRAPH 900.00 1675A 2/9/2022 PRE-EMPLOYMENT POLYGRAPH 300.00 1684A 2/9/2022 PRE-EMPLOYMENT POLYGRAPH 300.00 1691A 2/14/2022 PRE-EMPLOYMENT POLYGRAPH 300.00 1634A 12/13/2021 PRE-EMPLOYMENT POLYGRAPH 300.00 1693A 2/17/2022 PRE-EMPLOYMENT POLYGRAPH 300.00 3,300.00 96238 3/22/2022 00000062 ZIEGLER'S HARDWARE& SUPPLY10679 2/9/2022 MISC HARDWARE 4.41 Voucher: 10624 1/27/2022 MISC HARDWARE 17.62 10630 1/28/2022 MISC HARDWARE 26.44 10649 2/2/2022 MISC HARDWARE 9.90 10676 2/8/2022 MISC HARDWARE 14.31 10678 2/8/2022 MISC HARDWARE 11.01 83.69

#### Final Check List CITY OF SOUTH GATE

Bank: botw BANK OF THE WEST	(Continued)
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2112022	2/11/2022	00004266	U.S. BANK CORPORATE PAYME	`				
		00001104	LEAGUE OF CAL CITIES L.A. CT		1/10/2022	2022 MEMBERSHIP DUES FOR D	200.00	
		0005347	AMAZON.COM	112-0876653-5653		2022 WALL CALENDAR	6.60	
		0005347	AMAZON.COM	112-186317-84762		TWO (2) AT-A-GLANCE MONTHLY	31.98	
		00000322	SAM'S CLUB	9819430699	1/19/2022	AIRLIFT SIT/STAND DESK CONVI	110.23	
		0009420	SPARKLETTS	16963364 010622		DS SERVICES STANDARD COFF	23.43	
		0009025	IPMA-HR	INV-64859-J8F9N4	9/3/2021	AGENCY MEMBERSHIP FOR HR	417.00	
		0010278	FROMYOUFLOWERS	419809774	1/19/2022	CONDOLENCE FLOWERS FOR C	64.64	
		0005347	AMAZON.COM	114-3643318-8727		JM-HEAVY DUTY SANDBAG USE	60.63	
		0011221	REVIATION INDUSTRIES	SGAT-BEANIE202		IK-STAFF UNIFORMS	284.05	
		00004804	RIO HONDO COMMUNITY COLLE		1/3/2022	JM-TRAINING: POST FIELD TRAIL	89.00	
		0005305	PAYPAL	M22-C664175	1/5/2022	JM-MEMBERSHIP & DUES: 2022	65.00	
		0009996	COUNTRY INNS & SUITES	62245074	1/10/2022	JM-TRAINING: TRAFFIC COLLISI	563.48	
		0009457	HP INC.	H346897016	12/21/2021		838.03	
		0013394	FOXIT	IN21122334202	12/23/2021		214.80	
		0005347	AMAZON.COM	114-8571657-7117			661.47	
		0007582	PD: CAPE	10106	12/6/2021	JM-MEMBERSHIP & DUES: CALIF	50.00	
		00004469	PD: CALIFORNIA POLICE CHIEFS	S20822	1/19/2022	JM-TRAINING: EXECUTIVE ASSIS	650.00	
		0005347	AMAZON.COM	114-7201316-3741		MD-SAMSUNG S21 FE PHONE C	55.13	
		00003955	GALLS, LLC, (FEIN 20-3545989)	19376763	10/21/2021	DT-CITY ISSUED UNIFORMS FOR	455.13	
		0009649	AT&T	DEC 2021	12/20/2021	SC-DEC 2021 INTERNET SERVIC	124.14	
		0011983	SESAC, INC.	10533259	1/1/2022	SC-PAYMENT FOR MUSIC LICEN	1,669.00	
		00001303	CPRS	017521-2022	1/31/2022	SC-2022-PARKS & REC DIRECTC	170.00	
		0005347	AMAZON.COM	114-7299644-5699	12/29/2021	JM-TOURNIQUETS FOR THE JAII	30.36	
		0007582	PD: CAPE	10209	1/3/2022	JM-TRAINING: CALIFORNIA ASS(	300.00	
		0007582	PD: CAPE	10208	1/3/2022	JM-TRAINING: CALIFORNIA ASSO	300.00	
		00004804	RIO HONDO COMMUNITY COLLE	000221	1/3/2022	JM- TRAINING: POST DRIVER TR	75.00	
		0005295	WALMART	12-21-21	12/21/2021	PD-GOLF COURSE SUPPLIES	39.04	
		0005368	PRINTCO DIRECT	84287	12/22/2021	BANNERS & FLYERS FOR "CUID,	1,484.10	
		00001414	OFFICE DEPOT	046024	1/5/2022	JC-OFFICE SUPPLIES	33.28	
		0009104	AMERICAN RENTAL	495015	1/24/2022	JC-LIFT NEEDED FOR AUDITORI	435.25	
		0008155	DROPBOX.COM	ZP5YKBR5XN28	12/30/2021	DROPBOX BUSINESS STANDARI	45.00	
		0005293	MICHAELS	091367	1/20/2022	PD-PRESCHOOL CLASS SUPPLII	162.62	
		0013295	WITTEK GOLF	CS33146	1/21/2022	PD-GOLF COURSE SUPPLIES	382.87	
		0005368	PRINTCO DIRECT	84348	1/21/2022	PD-TITLE WALL VINYL BANNER	1,353.87	

### Final Check List CITY OF SOUTH GATE

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Bank: botw BANK OF THE WEST (Continued)

heck#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Tot
		0005368	PRINTCO DIRECT	84334	1/18/2022	PD-CULTURAL ARTS SUPPLIES	426.36	
		0009418	SMARTSIGN	SMT-463051	1/19/2022	PD-GOLF COURSE SIGNS	50.33	
		0013326	MARTIN ALEXANDER STUDIO	000010-2	12/21/2021	PD-CULTURAL ARTS SUPPLIES	407.88	
		00000322	SAM'S CLUB	040672	1/20/2022	PD-GOLF COURSE SUPPLIES	46.79	
		0008906	DOLLAR TREE	024745	1/20/2022	PD-GOLF COURSE SUPPLIES	27.66	
		0008451	COSTCO.COM	074366	1/7/2022	IK-FITNESS CENTER OPEN HOU	21.18	
		0005347	AMAZON.COM	114-8983452-9380	1/20/2022	MD-COMPUTER MOUSEPAD	36.53	
		0005295	WALMART	098413	1/7/2022	IK-FITNESS OPEN HOUSE EVEN	8.77	
		00004854	SMART & FINAL	059930	1/19/2022	REFRESHMENTS FOR CENTENN	74.51	
		0005372	SUBWAY	034407	1/7/2022	IK-FITNESS OPEN HOUSE EVEN	238.70	
		0012606	AMAZON CAPITAL SERVICES,IN	C114-1039091-5123	1/10/2022	CARTRIDGE FOR STAPLES	44.30	
		0012606	AMAZON CAPITAL SERVICES, IN	C114-3862471-0693	1/10/2022	STAPLER	455.59	
		0008452	CXTEC	7127552	1/19/2022	PHONE FOR STEVE FRANK (CD)	193.35	
		0012993	SPORTS FACILITIES GROUP, INC	CCREDIT	1/5/2022	IK-CREDIT YOUTH SPORTS EQU	-443.84	
		00000322	SAM'S CLUB	052294	1/6/2022	IK-FITNESS CENTER EQUIPMEN	416.75	
		0011988	CINDY'S JUMPERS, LLC	44549	1/6/2022	IK-FITNESS OPEN HOUSE EVEN	739.83	
		0010525	SKLZ	SO02376999	1/5/2022	IK-YOUTH SPORTS EQUIPMENT	220.47	
		00001414	OFFICE DEPOT	060528	1/7/2022	IK-OFFICE SUPPLIES	13.70	
		00003955	GALLS, LLC, (FEIN 20-3545989)	19932585	1/13/2022	HOURLY CEO UNIFORM SHIRTS	202.55	
		0008099	IN-N-OUT BURGERS	E52447-FINAL	1/20/2022	EMPLOYEE APPRECIATION/WEL	2,597.36	
		00000415	NATIONAL CONSTRUCTION REN	<sup>1</sup> 6362904	11/23/2021	11/28/21-12/25/21 NATIONAL CON	269.28	
		0010098	PROPERTYRADAR	4F31C680-0003	1/5/2022	CITY OF SG BULIDING & SAFETY	374.40	
		00004313	AT&T	562 602-5215 DEC	12/16/2021	12/16/21 TO 01/15/22 PHONE LINI	416.19	
		0011139	NORM REEVES SUPERSTORE	957589	1/10/2022	DR-SERVICE UNIT #420	257.93	
		00000355	BISHOP CO	REC-956405	1/20/2022	DR-REPLACEMENT TOOLS	315.28	
		0008452	CXTEC	7125979	1/7/2022	CISCO PHONE SERVER 12G SAS	264.23	
		0012596	ZOOM.US	7126280	1/10/2022	ZOOM STANDARD PRO MONTHL	119.92	
		0013347	PRIVATE STOCK LABS	PS43057	1/18/2022	PD-CULTURAL ARTS SUPPLIES	57.22	
		0005347	AMAZON.COM	112-8977213-7088	1/18/2022	PD-CULTURAL ARTS SUPPLIES	-19.83	
		0009935	SUPER FUN FACTORY/AVG	12087	1/8/2022	IK-FITNESS CENTER OPEN HOU	425.00	
		0008451	COSTCO.COM	038876	1/7/2022	IK-FITNESS CENTER OPEN HOU	21.18	
		0005347	AMAZON.COM	112-1801262-3801	12/23/2021	PD-CULTURAL ARTS SUPPLIES	66.12	
		0013333	CONTEMPORARY ART REVIEW L	2744	1/12/2022	PD-CULTURAL ARTS SUPPLIES	515.00	
		00000268	HOME DEPOT CREDIT SERVICES	6521294	1/11/2022	PD-CONTAINERS FOR TALL CHR	784.31	
		00000268	HOME DEPOT CREDIT SERVICES		1/12/2022	PD-CONTAINERS FOR TALL CHR	527.82	

03/15/2022

10:32:56AM

### Final Check List CITY OF SOUTH GATE

Page: 23

Bank :	: botw BAN	NK OF THE W	EST (Continue	d)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
50468762	3/1/2022	0008914	AMERICAN EXPRESS	01/24/22 LATE FE	1/24/2022	LATE FEE	257.60	21,875.55
		00004000 00004000 00004000	WASTE MANAGEMENT WASTE MANAGEMENT WASTE MANAGEMENT	1264013-2684-1 1263866-2684-3 1265455-2684-3	2/1/2022 1/4/2022 2/1/2022	FEB 2022: 263-1669: SG RESDTL DEC 2021 - 263-1785: COSG MET JAN 2022 - 263-1785: COSG MET	325,895.88 4,630.05 4,567.80	335,093.73
						Sub total for BANK	OF THE WEST:	1,345,131.34
1	42 checks	and 2 wire tra	nsfers in this report.			Grand Total All Checks and	Wire Transfers:	1,345,131.34

Void Checks

Bank code:

botw

Bank code:

efbotw

<u>Check #</u> 96177

**Date** 3/22/2022

(none)

#### WARRANT REGISTER FOR COUNCIL MEETING 3/22/2022

**PART IV** 

apChkLst 03/09/2022

11:07:12AM

Final Check List
CITY OF SOUTH GATE

Bank:	botw BA	ANK OF	THE	WEST
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2234		00004708	PERS HEALTH PLAN	Ben295929	2/3/2022	MARCH 2022 MEDICAL HMO ANT	404,122.25	404,122.25
2246	Voucher: 3/3/2022 Voucher:	00004836	SEIU LOCAL 721 CTW CLC-239	00 <sup>-</sup> Ben297043	3/3/2022	SEIU DUES: PAYMENT	2,928.21	2,928.21
2247		00002370	INTERNAL REVENUE SERVICE	Ben297045	3/3/2022	MEDICARE: PAYMENT	136,504.92	136,504.92
2249	3/3/2022 Voucher:	00000343	PUBLIC EMPLOYEES RETIREM	IE1Ben297049	3/3/2022	PERS RETIREMENT: PAYMENT	219,640.82	219,640.82
2250		00001186	EMPLOYMENT DEVELOPMENT	DBen297051	3/3/2022	SDI: PAYMENT	46,144.60	46,144.60
2251	3/3/2022 Voucher:	00000004	NATIONWIDE RETIREMENT SO	LLBen297053	3/3/2022	DEF COMP NATIONWIDE: PAYME	67,596.72	67,596.72
2252	3/3/2022 Voucher:	00004996	SEIU-COPE LOCAL 721, LA/OC	CIBen297055	3/3/2022	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
2253	3/3/2022 Voucher:	00004988	CHILD SUPPORT ON-LINE, STA	TEBen297057	3/3/2022	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
						Sub total for BANK	OF THE WEST:	878,376.03
	8 wire trar	nsfers in this	report.			Grand Total All \	= Wire Transfers:	878,376.03

apChkLst 03/15/2022

10:32:56AM

### Final Check List CITY OF SOUTH GATE

Page: 1

Bank: efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1493	3/22/2022 Voucher:	0012466	RET: ADAMS, PAUL L.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,299.14	1,299.14
1494	3/22/2022 Voucher:	0005570	RET: ALONZO, ANTHONY	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,080.65	1,080.65
1495	3/22/2022 Voucher:	0012843	RET: AUSTIN, BYRON A.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,002.12	1,002.12
1496	3/22/2022 Voucher:	0005813	RET: AVILA, VINCENT	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,290.56	1,290.56
1497	3/22/2022 Voucher:	0012982	RET: BONILLA CLAYTON, YADIRA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1498	3/22/2022 Voucher:	00001265	RET: BRASSFIELD, CHARLES R	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
	3/22/2022 Voucher:	0006324	RET: BURBACH, MAUREEN	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	150.00	150.00
	3/22/2022 Voucher:	0012844	RET: CAMACHO, EDWARD	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
	3/22/2022 Voucher:	00000817	RET: CHRIST, DOUGLAS F	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
	3/22/2022 Voucher:	00003408	RET: DAMRON, ROGER V	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
	3/22/2022 Voucher:	0013163	RET: DAVIS, RANDALL JOHN	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,196.68	1,196.68
	3/22/2022 Voucher:	00001776	RET: EADE, JOANN	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	153.53	153.53
	3/22/2022 Voucher:	00003973	RET: EADS, KENNETH P.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	614.88	614.88
	3/22/2022 Voucher:	00003853	RET: FANNIN, ZONA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	145.65	145.65
1507	3/22/2022 Voucher:	0008820	RET: FERNANDEZ, CARLOS	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
1508	3/22/2022 Voucher:	00004403	RET: FIELD, GARY	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1509	3/22/2022 Voucher:	0006507	RET: FIGUEROA, GLORIAA.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00

#### Final Check List CITY OF SOUTH GATE

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Bank: efbotw BANK OF THE WEST EFT

(Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1510	3/22/2022 Voucher:	00000605	RET: FORRESTER, BOB L	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
1511	3/22/2022 Voucher:	0005355	RET: GALBREATH, RUSSELL	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	614.88	614.88
1512	3/22/2022 Voucher:	0011186	RET: GAMBOA, OSCAR	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1513	3/22/2022 Voucher:	00000496	RET: GEORGE, RONALD P	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
1514	3/22/2022 Voucher:	0013121	RET: GONZALES, LORETTA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	150.00	150.00
1515	3/22/2022 Voucher:	00003940	RET: GONZALEZ, HIRAM	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1516	3/22/2022 Voucher:	0006328	RET: GUTIERREZ, MANUEL	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
1517	3/22/2022 Voucher:	0006510	RET: HERNANDEZ, MARIA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1518	3/22/2022 Voucher:	0006329	RET: HOMSHER, HUGH	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
1519	3/22/2022 Voucher:	0013216	RET: HUFFMAN, EDWARD RAYM	CMARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
1520	3/22/2022 Voucher:	0012845	RET: HUGAR L., JAMES	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
	3/22/2022 Voucher:	00004784	RET: HUNTRODS, RICHARD F	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	239.00	239.00
1522	3/22/2022 Voucher:	0009521	RET: HUPP, KEITH	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	1,242.35	1,242.35
1523	3/22/2022	0008058	RET: INMAN, RONALD	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
1524	Voucher: 3/22/2022	00004785	RET: IRISH, TERRY F	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
1525	Voucher: 3/22/2022	0011110	RET: JOHNSON, GERALD	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
1526	Voucher: 3/22/2022 Voucher:	00004787	RET: KENNEDY, GARY E	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00

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#### Final Check List CITY OF SOUTH GATE

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Bank: efbotw BANK OF THE WEST EFT

(Continued)

2			(Communa)	,				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/22/2022 Voucher:	0005356	RET: KEY, ANDREW	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	1,242.35	1,242.35
	3/22/2022 Voucher:	0011111	RET: KOOMEN, SHERI L.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	150.00	150.00
	3/22/2022 Voucher:	0009946	RET: LEFEVER, STEVEN A.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	200.00	200.00
	3/22/2022 Voucher:	00004789	RET: LILLEY, RAYMOND E	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	250.00	250.00
	3/22/2022 Voucher:	0012707	RET: LLOYD, BRUCE W.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
	3/22/2022 Voucher:	0012927	RET: LONG, PENG	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
	3/22/2022 Voucher:	0005633	RET: LOPEZ, ALFONSO	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	590.37	590.37
	3/22/2022 Voucher:	0006511	RET: LOPEZ, RAMON A.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	145.65	145.65
	3/22/2022 Voucher:	0009453	RET: LOPEZ, VERONICA	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	150.00	150.00
	3/22/2022 Voucher:	0013398	RET: MARIN, SANDRA	FEB 2022 ADJ MARCH 2022	3/9/2022 3/9/2022	FEBRUARY 2022 ADJ- RETIREE I MARCH 2022- RETIREE MEDICAI	150.00 150.00	300.00
	3/22/2022 Voucher:	0007656	RET: MATSUKIYO, DAVID	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,203.96	1,203.96
	3/22/2022 Voucher:	00003328	RET: MOSBY, DOROTHEA S	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	153.53	153.53
	3/22/2022 Voucher:	0011895	RET: MUNOZ, ALFREDO	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
	3/22/2022 Voucher:	00003239	RET: NASSAR, SAMI R	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	200.00	200.00
	3/22/2022 Voucher:	0012468	RET: ORTIZ, JULIAN	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	570.78	570.78
	3/22/2022 Voucher:	0012467	RET: PATINO, IGNACIO M.	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAL	1,242.35	1,242.35
	3/22/2022 Voucher:	0011522	RET: PELLERIN, ROBERT	MARCH 2022	3/9/2022	MARCH 2022- RETIREE MEDICAI	1,242.35	1,242.35

### Final Check List CITY OF SOUTH GATE

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Bank: efbotw BANK OF THE WEST EFT (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 1544 3/22/2022 00005237 RET: PEREZ, SUSAN MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1545 3/22/2022 0010733 RET: PIXLER, DAVID MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1.242.35 1,242.35 Voucher: 1546 3/22/2022 00004794 RET: POWELL, ROBERT K. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 1547 3/22/2022 0006326 RET: RAMIREZ, VIRGINIA MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1548 3/22/2022 0006327 RET: RASCO, ANGELA MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1549 3/22/2022 0011967 RET: RIVERA, FRANK J. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 557.02 557.02 Voucher: 1550 3/22/2022 0011978 RET: RIVERA, HANNAH TELLEZ-CMARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 557.02 557.02 Voucher: 1551 3/22/2022 0012837 RET: RODRIGUEZ, ANNA MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1552 3/22/2022 0012682 RET: RUIZ, NELLIE MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1553 3/22/2022 0011112 RET: SALDIVAR, MARIO M. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,242.35 1,242.35 Voucher: 1554 3/22/2022 0013274 RET: SAUCEDO NEVAREZ, LUIS MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1555 3/22/2022 00001867 RET: SCHMID, BEATRICE J MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1556 3/22/2022 0009865 RET: SCHRADER, GEORGE R. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,124.00 1,124.00 Voucher: 1557 3/22/2022 0011521 RET: SCOTT, DAVID MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,242.35 1,242.35 Voucher: 1558 3/22/2022 0013273 RET: SEKIYA, JONATHAN M MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1,242.35 1,242.35 Voucher: 1559 3/22/2022 0006513 RET: SHETTER, RANDOLPH M. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1560 3/22/2022 00000869 RET: SMITH, CHARLES R MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher:

#### Final Check List CITY OF SOUTH GATE

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Bank: efbotw BANK OF THE WEST EFT (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 1561 3/22/2022 00004796 RET: SPEELMAN, PATRICIA L MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 1562 3/22/2022 00002147 RET: SPROWLS, KENNETH C MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 1563 3/22/2022 0008313 RET: SULLIVAN, DARREN 3/9/2022 MARCH 2022 MARCH 2022- RETIREE MEDICAL 1.080.65 1,080.65 Voucher: 1564 3/22/2022 0006512 RET: TATTI, WILLIAM P. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1565 3/22/2022 0012960 RET: TAYLOR, TOM C. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1566 3/22/2022 0005357 RET: TODD, ROBERT M. MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 1.290.56 1,290.56 Voucher: 1567 3/22/2022 0012959 RET: TREJO, RAMONA M MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 150.00 150.00 Voucher: 1568 3/22/2022 00003573 RET: VAN LIEROP, MARTIN G MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 232.94 232.94 Voucher: 1569 3/22/2022 00003959 RET: WADE, RICHARD MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 232.94 232.94 Voucher: 1570 3/22/2022 0007655 RET: WELLS, GREGORY MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 570.78 570.78 Voucher: 1571 3/22/2022 00004379 RET: WHALEN, HARVEY MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 145.65 145.65 Voucher: 1572 3/22/2022 00000498 RET: WILLIAMS, GALE M MARCH 2022 3/9/2022 MARCH 2022- RETIREE MEDICAL 250.00 250.00 Voucher: 1573 3/22/2022 0008821 RET: WILLIAMS, TIMOTHY MARCH 2022 MARCH 2022- RETIREE MEDICAL 3/9/2022 1,263.04 1,263.04 Voucher: Sub total for BANK OF THE WEST EFT: 44,783.58 81 EFTs in this report. **Grand Total All EFTs:** 44,783.58

# WARRANT REGISTER SUMMARY CITY COUNCIL MEETING OF 3/22/2022

TOTAL PART I - PREPAID CHECKS (3/2/2022)	45,864.00
TOTAL PART II - PAYROLL-RELATED CHECKS	54,286.30
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	1,345,131.34
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	878,376.03
TOTAL PART V - ACCOUNTS PAYABLE EFTs	44,783.58
SUB - TOTAL	2,368,441.25
LESS: VOIDS	(400.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(338,827.98)
GRAND TOTAL	2,029,213.27

## SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number <u>96077</u> to Warrant Number <u>96238</u> inclusive, plus Wire Transfers and EFTs totaling <u>\$2,029,213.27</u>, as listed on the accompanying Accounts Payable Warrant Register of <u>March 22, 2022</u> are approved as presented, with the exception of the following voided and replacement warrants:

Replacement checks reported in previous warrant registers have no impact to the grand total and are listed below.

Voided Check Number Vendor		Check Date	Amount	Reason for Void or Replacement	
93876	O.S. GROUP	9/7/2021		VENDOR NAME CORRECTION. REISSUED	
96177	N/A	3/22/2022	\$ 0.00	OFFICE DEPOT DESCRIPTION OVERFLOW	
	± 20				
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		400.00		
CITY AUDITOR		4	CITY MANAGER		
_			DIRECTOR OF ADMINISTRATIVE SERVICES		
		DIREC			

Pursuant to action of the City Council on <u>March 22, 2022</u> at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.